

Laurel A. Basbas, Ph.D.
Clinical Psychologist
Marriage and Family Therapist
EMDR and Brainspotting Certified
Direct: 949-922-5450

Disclosure Statement and Agreement For Services

CONSENT TO TREATMENT

Please review this document and *feel free to ask any questions*. It contains important information about my professional services, business policies, and the current legal and ethical requirements for psychologists. Your signature at the end of this document is your agreement to enter into therapy.

THE AGREEMENT 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 I provide you with a *Notice of Privacy Practices* (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of your first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us that you consent to treatment with me, and that you understand and agree with my treatment plan. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it, or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES: Psychotherapy has both benefits and risks. Although it has been shown to improve relationships, help provide solutions to specific problems, reduce feelings of distress, and heal trauma, it often may create uncomfortable feelings like sadness, guilt, anger, frustration, loneliness and helplessness. There are no guarantees of what you will experience or of what benefits you might receive; however therapy will be the most successful when you take a very active part in your own treatment.

DESCRIPTION OF SERVICES: I am licensed both as a clinical psychologist and as a marriage, family, child therapist. I am specially trained to understand and treat mental, emotional, relational problems and trauma. I am certified in EMDR and certified in Brainspotting; two therapies known to be especially effective with PTSD, anxiety, depression, and trauma-associated distress.

During your first three sessions we will clarify your central areas of concern. I will gather vital information in order to set treatment goals. We will discuss the treatment plan and strategy, including frequency of visits, homework, our mutual expectations, and create a collaborative treatment plan. I may recommend testing and/or adjunct services. It is ultimately your choice whether to avail yourself of these opportunities. It is of central importance for you to understand that therapy is hard work, requiring

honesty, courage, and dedication from both of us. I aspire to help you help yourself in this challenging and exciting process of healing and growth. Therefore, commitment to this process is key to your success .

TERMINATION OF THERAPY: How long you remain in therapy is your decision. Although I will provide counsel for you on this matter, you must make the ultimate decision about continuing care. Expectations of an end date will be discussed candidly and thoroughly and we will make discharge plans together. When you decide to end therapy, please allow for a “closure session”.

APPOINTMENTS: Since I charge for my time, your session also includes the time necessary to make payment and schedule your next appointment. For shorter or longer sessions, telephone conversations, calls to other professionals at your request, emergencies, reviewing records, preparing letters or reports, billing or negotiating with insurance companies, and any other services you request or that require my time, I prorate my charges according to the time spent. For example, a fifteen-minute phone call between sessions will be charged at \$65 and is payable at the beginning of your next session. *There is no charge for cancellations made at least 24 hours* in advance; however, as your appointment is time I have reserved for you, appointment changes are discouraged except for emergencies. *You will be charged full fee for any session that is canceled or missed without 24 hours prior notice.* These charges must be paid by the beginning of your next scheduled session.

PAYMENTS AND FEES: My fee for therapy is \$200.00 for a 45 minute session. Your initial session is \$250.00 as it includes diagnostic review and setting up your file. I also offer alternative time-blocks as many clients prefer longer sessions for EMDR and Brainspotting. Available time-blocks are 60 minutes (\$260), 90 minutes (\$390), 120 minutes (\$520). Fees are to be paid at the time of service. Fees are charged to the client, not to the insurance company. Telehealth patients receive a payment link by email to be paid at each session.

INSURANCE: I do not bill insurance, however services may be covered in full or in part by your health insurance or employee benefit plan. Reimbursement is between you and your insurance carrier, although I am happy to provide information they may need. I provide you with a superbill receipt for you to submit to your provider. If you choose to call your Insurance carrier it may help to ask the following questions to understand your coverage :

- What type of plan do I have (e.g., HMO, PPO, EPO, etc.)?
- Does my insurance cover services for "out of network" providers and for telehealth?
- Do I have mental health insurance benefits?
- What is my deductible and has it been met?
- How many sessions per year does my health insurance cover?
- What is the coverage amount per therapy session?
- Is approval required from my primary care physician?

I understand that I am responsible to pay any and all fees regardless of what I receive from my insurance.

Signature_____date_____

CONTACTING ME: I may be reached by telephone between sessions. You may leave a message by voice or text on my cell phone (949.922.5450), which I monitor frequently. I will make every effort to return your call on the same day you make it, unless your call is after business hours. I will then call you the next day, with the exception of weekends and holidays. If you are difficult to reach, please provide some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. *Please do not make appointment changes or any time sensitive communications by e-mail.* They must be done by telephone, text, or in person. *Please do not text any sensitive information as texting isn't HIPAA compliant.*

TELEPHONE CHARGES: You may telephone or text me to reschedule or to leave a brief message. Excessive calls or calls that exceed 5 minutes are charged a fee proportionate to your regular fee. For a life-threatening emergency, call 911 or go to the nearest hospital emergency room.

LIMITS ON CONFIDENTIALITY: The law protects the privacy of all communications between a client and a therapist. In most situations, your therapist can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. However, there are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I will avoid revealing the identity of clients. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.
- Disclosures required to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens self-harm, I may be obligated to seek hospitalization for him or her, or to contact family members or others who can help provide protection.
- If you are involved in a court proceeding and a request is made for information about the professional services provided you and/or the records thereof, such information is protected by therapist-patient privilege law, and no information will be provided without your (or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining PHI, and I do not have grounds for objecting under state law (or you have instructed him or her not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities pursuant to their legal authority, I may be required to provide it for them.

- If a client files a complaint or lawsuit against his or her therapist, relevant information may be disclosed regarding that client in order for me to defend myself.
- If a client files a worker's compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition to the worker's compensation insurer.

There are some situations in which a therapist is legally obligated to take actions that he or she believes are necessary to attempt to protect others from harm, and he or she may be required to reveal some information about a client's treatment. These situations are unusual in our practice.

- If a therapist has knowledge of a child under 18 or reasonably suspects that a child under 18 that he or she has observed has been the victim of child abuse or neglect, the law requires that the therapist file a report with the appropriate governmental agency, usually the county welfare department. A therapist also may make a report if he or she knows or reasonably suspects that mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way (other than physical or sexual abuse, or neglect). Once such a report is filed, the therapist may be required to provide additional information.
- If a therapist observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that the therapist report to the appropriate government agency. Once such a report is filed, the therapist may be required to provide additional information.
- If a client communicates a serious threat of physical violence against an identifiable victim, the therapist must take protective actions, including notifying the potential victim and contacting the police. The therapist may also seek hospitalization of the client or contact others who can assist in protecting the victim.
- If a therapist has reasonable cause to believe that the client is in such mental or emotional condition as to be dangerous to himself or herself, the therapist may be obligated to take protective action, including seeking hospitalization or contacting 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 will limit disclosures to what is necessary. Although this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you and I discuss any questions or concerns that you may have now or in the future.

CONFIDENTIALITY AND CONTRIBUTION TO KNOWLEDGE: I am committed to the advancement of psychology and family therapy as a science and a profession. I contribute professional time to research, teaching, training, and improving the standards of psychotherapy. Some of this teaching and writing requires the use of case illustrations. These illustrations are general and do not expose the identity of any person. Unless you notify me to the contrary, it will be assumed that you have no objection to this work in lectures or publications.

PROFESSIONAL RECORDS: The laws and standards of psychologists and marriage and family therapists require keeping Protected Health Information (PHI) about you in your Clinical Record. Except in unusual circumstances that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person or where information has been supplied to me confidentially 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 and/or upsetting 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. Fees for written summaries, phone consults to other professionals at your request are prorated. **If** I cannot comply with your request for access to your records, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

CLIENT RIGHTS: HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of Protected Health Information (PHI). These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS: Clients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless I determine that their involvement would be inappropriate. A client over 12 years of age may consent to psychological services if he or she is mature enough to participate intelligently in such services, and the minor client either would present a danger of serious physical or mental harm to him or herself or others, or is the alleged victim of incest or child abuse. In addition, clients over 12 years of age may consent to alcohol and drug treatment in some circumstances. However, un-emancipated patients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records unless I determine that access would have a detrimental effect on the professional relationship with the client, or to his or her physical safety or psychological well-being. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement, is also essential, it is usually my policy to request an agreement with minors (over 12 years of age) and their parents about access to information. This agreement provides that during treatment, I will provide parents with only with general information about the progress of the treatment, and the client's attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless the therapist believes that the child is in danger or is a danger to someone else, in which case, I will notify the parents of his or her concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and try to handle any objections he or she may have.

TELEPHONE/ TELEMEDICINE/ TETHERAPY INFORMED CONSENT:

Video-Conferencing services, also known as Telemedicine /Telehealth/Tetherapy may be used at times when you are out of town between sessions, unable to make your appointment due to illness, or to assist in transition to a new living arrangement. It has become a standard of care during the Covid-19 safety laws. There are some particular issues particular to Telehealth for you to be aware of and agree to:

There are potential benefits and risks of video-conferencing (e.g. limits to patient confidentiality) some that differ from in-person sessions.

- Confidentiality still applies for tetherapy services, and nobody will record the session without the permission from the others person(s).
- We agree to use the video-conferencing platform selected for our virtual sessions, and the therapist will explain how to use it.
- You need to use a computer with a webcam or smartphone during the session.
- It is important to be in a quiet, private space that is free of distractions (including cell phone or other devices) during the session.
- It is important to use a secure internet connection rather than public/free Wi-Fi.
- It is important to be on time. If you need to cancel or change your tele-appointment, you must notify me 24 hours in advance by phone or email as per the missed appointment policy.
- We need a back-up plan (e.g., phone number where you can be reached) to restart the session or to reschedule it, in the event of technical problems.
- We need a safety plan that includes at least one emergency contact and the closest ER to your location, in the event of a crisis situation.
- If you are not an adult, we need the permission of your parent or legal guardian (and their contact information) for you to participate in tetherapy sessions.
- As your therapist, I may determine that due to certain circumstances, tetherapy is no longer appropriate and that we should resume our sessions in-person, or refer you to a therapist doing in person therapy.

Please feel free to discuss any concerns you may have, on these or other matters, with me as they arise.

I agree to use Video-Conferencing (Telehealth) as needed and agree to the above conditions:

☐ Yes ☐ No

Patient Signature

Parents or Guardians Signature (if patient is a minor)

Therapist Signature

Date: ____/____/____

Your signature indicates that you have read this agreement and agree to its terms and services, and acknowledges you received the HIPPA notice form.