

Appointment and Therapy Related Terms & Conditions Applicable to ACT and SFBT Sessions

This web site is owned and operated by Andrea Baumes. Visitors to this web site are bound by the following terms and conditions so please read these carefully before booking your first appointment.

Disclaimer

This web site includes an encrypted widget operated by the webpage host GoDaddy, to help you make your booking appointment. For payments, this website may use Square which is a secure mobile and online payment service which accepts all major debit and credit cards from customers worldwide.

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Basic Terms and Conditions

Any session (insured or uninsured/private) cancelled or rescheduled by the patient with less than 48 hours' notice, will be charged in full to the patient, unless the sessions are taken up by other patients.

All appointments for uninsured patients/private paying patients must be paid for at the time of booking for the appointment. Failure to do so will result in you losing the pre-booked session.

If you are a new patient, you are required to complete the therapeutic agreement no later than 72 hours prior to the booked session. Failure to do so will result in you losing the pre-booked session.

Andrea Baumes abides by a code of confidentiality between her and the Patient as defined in the American Psychological Association's Ethical Code and the Behavior Analyst Certification Board's Professional and Ethical Compliance Code. Identifying information, such information includes name, address, biographical details and other description of a Patient's life and the

circumstances, which might result in identification of the Patient will be kept private, according to the HIPAA and GDPR guidelines. Any agreement between the Andrea Baumes and the Patient about disclosure may be changed by joint negotiation.

Andrea Baumes attending to the Patient may only be reached for the purposes of cancellations and rearrangements with regards to their appointment sessions and phoning out of session time is strongly discouraged. For more detailed Terms & Conditions please see below:

Patient Terms and Conditions

A. Jurisdiction

These terms and conditions are governed by and to be interpreted in accordance with laws and regulations of the United States of America. In the event of any dispute arising in relation to these 'terms and conditions' or any dispute arising in relation to Andrea Baumes whether in contract or tort or otherwise the U.S. courts will have non-exclusive jurisdiction over such dispute.

B. Definitions

The 'Therapist': Andrea Baumes

The 'Patient': You

The 'Insurer' or the Healthcare Provider: CIGNA, TRICARE, BLUE CROSS, AFSPA, and AETNA.

'Therapy' is the time spent with Andrea Baumes who will apply their chosen method of therapy application and modality.

'Modality' is a model of study for therapeutic application. Acceptance and Commitment Therapy (ACT), or Solution-Focused Brief Therapy (SFBT) is an example of a psychological modality.

The 'Session' is the booked time slot and arranged time working with the Therapist.

The 'Presenting Issue(s) or 'Problem' is what the Patient wants to work on with the Therapist.

Goal: The 'goal' is the therapeutic goal created collaboratively with input from both the Patient and the Therapist and is what the patient would like to achieve, as the desired outcome in therapy.

The 'Desired Outcome' is the desired result of the work that the Therapist and the Patient work towards achieving.

C. Formation of agreement

After booking an appointment by either telephone or Email, you the Patient, in accepting the appointment, accept the following conditions for the appointment.

Booking: Appointments can only be made on the website by the Patient. If there are technical system issues encountered during the booking process, your appointment may be arranged/cancelled via an email to andrea.baumes@developingbehavior.com and your booking/cancellation will be rectified as soon as is able.

When making an appointment via the booking system, you will receive a booking confirmation and a reminder a few days before your appointment.

You may book ahead all your sessions at your chosen location and time, or you may book one session at a time.

Insured patients new to the system will be required to leave their name, birthdate and authorization code on the system. These details will be verified with your insurer 48 hours before your session time. If your details cannot be verified, you will be contacted to provide up dated information.

The Therapist requires the Patient to be truthful and work in the best interests of the agreement between the Therapist and the Patient. The Patient agrees to provide the Therapist with all pre-session written work such as questionnaires or assessments, the Therapist will request and in the manner and format the Therapist requires it. The Patient agrees to complete all the required tasking as issued by the Therapist within the timeframe it was requested. The Patient also agrees to provide all written pre-session work to reach the Therapist by email no later than 48 hours prior to the booked session.

Lateness: You are paying for the time with the Therapist and you agree that arriving for the session and to the session location for your own session is fully your responsibility. The session will be terminated if the Patient arrives over 30 minutes late to an appointment and no refund will be given in any circumstances even if the Patient wishes to cancel the session due to emergency or unforeseen circumstances out of their immediate control, as the strict 48 hour cancellation policy will still apply. If the Patient arrives late, the Patient will not receive an extension of the agreed time nor will they be offered or entitled to a rearranged session and all terms and conditions relating to conduct, session termination and working relationship will apply.

The Therapist is not required under any circumstances to go beyond the arranged session finishing time and will terminate the session at the end of the arranged time. The Therapist is not required to continue over the arranged time slot if the Therapist hasn't reached their desired outcome.

The Therapist will use reasonable care and skill in providing the service that you choose. Every Patient is different and so every therapy session is different and there are no guarantees of successful results.

It is not the responsibility of the Therapist to achieve the desired outcome for the Patient, the Patient takes full responsibility for achieving this and works with the help of the Behavior Analyst.

The desired outcome as an achievement of the goal(s) cannot be guaranteed or promised to the patient by the Behavior Analyst. It would be unethical to provide a guarantee for a Patient's treatment of ABA therapy, ACT or SFBT.

In the small percentage of people that the therapy is unsuccessful for we do not offer a refund or part refund. Andrea Baumes does not accept any liability in relation to the therapy and modalities used in session and on this website. Andrea Baumes does not accept any liability in relation to any of the recordings or correspondence and it is up to the discretion of the user to determine if they are appropriate.

D. Pricing and Payment

The individual pricelist is sent to the Patient at the time of registration in the registration email. Please note that the financial and taxation related matters (i.e., invoicing and payment related matters) are managed according the German federal taxation regulations, applicable laws and requirements.

E. Refund and Cancellation Policies

'Booked Sessions' on the system by the Patient or by Andrea Baumes as requested by the Patient must be paid for in full before any time spent with the Therapist can commence.

For session bookings, for you to receive a refund of all monies paid, you must cancel in advance of 48 hours.

If the Patient fails to make the payment 48 hours prior to the session, that session is immediately made available to other Patients wishing to book including those on a waitlist for the soonest available appointment and so you are at risk of losing your booking. In such cases where the Patient failed to pay 48 hours in advance it is the Patient's responsibility to confirm that the slot is still available with us before commencing to pay if the Patient fails to follow the 48 hour requirements or could risk losing in accordance with the cancellation policy.

Non-Payment: If we do not receive payment we will choose to assume you do not wish to commit to the appointment and will cancel and/or give the appointment to another Patient. You will be required to rebook.

Refund

1. The Patient is eligible for a refund if the Patient cancels or rearranges prior to exactly 48 hours prior to the arranged session. To avoid any doubt 48 hours is exactly 48 hours, so in this example if a session is booked for Tuesday at 3 pm the 48 hours prior to this session would be 3 pm on the preceding Friday. The Patient will not receive a refund of any money for any session cancelled within 48 hours prior to a session. In all cases the Patient will effectively have paid for the session slot. If written cancellation is received within the 48 hours prior to the booked session the Patient has no claim to this session time and the Therapist then reserves the right to offer that time slot to other Patients and may book that time slot with another Patient.

The Patient may not re-book that time slot once written cancellation has been received. The Patient may rebook a time that is next convenient for them, on the booking system online.

2. The Therapist reserves the right to terminate the session earlier than arranged. If the Therapist and the Patient agree the problem has reached a satisfactory resolution of the problem that the Patient booked the session for, then the Patient will not receive a refund of any monies for the remaining time and the session will be finished early. You will be made aware of a realistic time frame based on previous appointments with other Patients and the Therapist will arrange the appropriate time slot from the estimation according to previous experience. You will not be made to expect that the problem will require more time than the Therapist deems necessary from previous experience with other Patients. Sometimes a Patient requires more time or less time than expected and this in most cases can only become known in a session when working with the Patient and Behavior Analyst. If you are in any doubt or have any questions relating to the agreed time slot, you must raise the appropriate questions with the Therapist prior to booking the arranged session. You are not entitled to any refund or any money for any remaining time if a session finishes earlier than booked and arranged in any circumstances including those that are out of the control of the Therapist or the Patient. Whether the session is ended earlier or extended, the consultation fee remains the same.

3. The Behavior Analyst, Andrea Baumes, reserves the right to terminate a session without a refund if it is considered that you are a personal risk to her or anyone in the clinic, office or environment. The appropriate services will also be alerted in all cases of violence or personal threats. Vandalism, personal threats, verbal abuse or physical abuse is not tolerated and the session will be cancelled with immediate effect without refund of any money for any time with the Therapist or remaining time of the booked session. The Therapist receives the right to protect the interests of the business and their personal safety and will terminate the session with the Patient if the business is compromised by the Patient in any way, without refund to the Patient.

4. The Therapist reserves the right to terminate the session if the Therapy is not considered in the best interests of the Patient and the Therapist reserves the right to not disclose the reason why and in these circumstances no refund will be given.

5. The length of the appointment is at the discretion of the Behavior Analyst. Although scheduled for a specific length of time generally 60 minutes, if the Therapist considers it is appropriate to end the session, the Therapist reserves the right to do so. The Therapist can terminate the session if they consider that it is not in your best interests to continue with the session and the Therapist is not required to say the reason why.

6. When booking from outside continental Europe the appointment time and further communication regarding the appointment are in the GMT+1 time zone, please make sure to convert the communicated time to your respective time zone. There is an option for you to change the time zone during the booking process if required. If you have booked in the wrong time zone, the Therapist cannot be responsible for the error. This will be counted as a missed session and payable by the Patient and not the Insurer if you are insured.

7. You may rearrange and rebook an appointment on the system before 48 hours to change the day/date and time and you may rebook your appointment as often as is necessary. If for some reason, you are unable to cancel or rebook before the 48-hour cancellation or rebooking period because there is an error on the system, you will be expected to inform Andrea Baumes at andrea.baumes@developingbehavior.com immediately. Failure to do so will be at the cost of the Patient.

8. Accepted methods of Payment

All one to one, ACT and SFBT, and organizational client appointments, private and supervision sessions are to be paid online at the time of booking your appointment. For payments, this website may use Square which is a secure mobile and online payment service which accepts all major debit and credit cards from customers worldwide.

9. Short Notice emergency sessions

Emergency sessions can be booked directly with Andrea Baumes on +49 176 6349 9873 and payable over the phone. Failure to comply with these requirements will result in the session being cancelled and the session will be opened for other Patients to book and may be directly offered to a Patient on the Waiting List. It is at the Behavior Analyst's discretion whether to accept late payment prior to a session. Payments are not accepted during or after a session in any circumstances.

F. Cancellation

Cancellation can be done online by the Patient, with a minimum of 48 hours before a session for a refund in full. 48 hours is exactly 48 hours prior to the arranged time – e.g., an appointment arranged for 4 pm Wednesday must be cancelled by 4 pm the Monday before. Any cancellations within the 48 hours period will incur session charge of money paid. If a patient attempts to cancel a session before the 48-hour cancellation window and there is an

error on the booking system, the patient is expected to contact Andrea Baumes immediately so that she may rectify the issue.

If a Patient fails to give 48 hours' notice for their cancellation, they will not receive a refund for the booked session.

Rescheduling before the 48-hour deadline will allow fees to be carried over to the new appointment but under the same terms and conditions for cancelling.

The Therapist may terminate the working relationship with the Patient at the discretion of the Behavior Analyst.

G. Confidentiality and Health & Safety

1. The Therapist agrees to confidentiality between the Patient and the Behavior Analyst. Andrea Baumes reserves the right not to disclose any session information to any third party even at the request of the Patient unless there is a written requirement to do so by law. Andrea Baumes reserves the right to inform the police or appropriate services of your condition and intentions relating to any information she considers appropriate to help them with their enquiries and for the interests of the public. This information may include session notes and recordings if the Therapist considers you a risk to yourself or to others.

2. You are not permitted to record the session on the phone or otherwise unless you have written consent by the Behavior Analyst. The Therapist also requires confidentiality of the Patient and in no circumstances is the Patient permitted to disclose written, recorded or distributed correspondence of the session, pre-session or post session. The correspondence and all therapeutic advice and application is only permitted to be used by the Patient for which it was issued and intended. All written and verbal communication is in context with the session and must not be used out of context. The relationship between the Patient and the Therapist towards the desired outcome and/or Goal and therapy recordings if any and all relating correspondence by phone and in writing is strictly only for use of the Patient and the Behavior Analyst. The Therapist accepts no responsibility for the effecting use of material recorded or written for any person other than the Patient for which the material and correspondence was intended.

3. Any material shared is the intellectual property and copyright of Andrea Baumes. The Therapist owns the rights to any recorded material created for the Patient and requires written permission for any recorded or written material to be used. The Patient is not permitted to copy, reproduce or display publicly or electronically any recording or correspondence between the Therapist and the Patient or issued by the Therapist to the Patient. The Patient agrees to use the material as directed and Andrea Baumes accepts no liability for the use of any written or recorded material.

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