

# Annie Babin, PsyD

Licensed Psychologist | PSY28354

## OFFICE POLICY • CONSENT FOR TREATMENT

**A clear framework of our work together can facilitate your therapy. The following are policies under which I operate my practice. Please feel free to discuss any part of this document with me.**

Psychotherapy is a treatment that addresses psychological distress and problems in life that are of a psychological nature. Psychotherapy is a collaborative process. My intent is to build a relationship with you in which you feel free to explore your thoughts, feelings and behaviors, particularly those aspects that may be causing you distress, impeding progress toward your life goals, or getting in the way of your ability to find fulfillment in love and work. I will make my best effort to provide knowledge, insight, skills, emotional support, guidance and encouragement that can lead to the changes you are seeking. I will draw on my training and knowledge of the fields of psychology and of psychotherapeutic practice.

Psychotherapy has benefits and risks. Since therapy involves discussing unpleasant aspects of life, you may at times experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness and helplessness. On the other hand, therapy has also been shown to have benefits for people who go through it. Psychotherapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. As the outcome cannot be guaranteed at the outset, it is important that we discuss how the process is going as we work together.

In the first few sessions, I will be determining how I might best help you, and will present you with these initial impressions. This initial plan for treatment might include how often we need to meet, what issues we might address, and what other treatment, training or pursuits might be useful to you in conjunction with our work together. During these initial sessions, you will be getting a sample of how I work, and how it feels for you to work with me. You should use this time to determine whether you feel comfortable working with me. Therapy involves a commitment of your time, money and energy, so it's important to be thoughtful about which therapist you select.

Throughout the course of psychotherapy, the process of evaluating our work together continues and is based on an open dialogue regarding your changing and continuing needs, as well as the evolving impact of psychotherapy. If you have questions about what I do or say, you should bring them to me whenever they arise. If you have doubts about whether I am helping you, or if I am the right psychotherapist for you, it is important that you discuss these issues with me. If necessary, I can help you set up a meeting with another mental health professional for a second opinion, or to pursue adjunctive or alternative treatment, if desired.

### APPOINTMENTS

Psychotherapy sessions are usually 45 minutes in length, and meetings are generally held not less than once a week. More frequent meetings may be arranged to facilitate more intensive work on deeper psychological issues, or may be recommended in order to meet your particular needs. Your weekly appointment time is reserved for you, and I will make every effort to honor that time consistently, so that you can rely on my availability to you. You are asked to make a similar commitment to our time. Once an appointment time is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation.

If your schedule does not allow you to keep your appointment time regularly (i.e., due to extended vacations, or out-of-town work), please discuss this with me in advance. I may not be able to guarantee to hold that appointment time open for you on your return, but I will do my best to offer you another appointment. Finally, it's important to note that insurance companies do not normally reimburse for missed sessions.

### PROFESSIONAL FEES

Clients are expected to pay the standard fee for a 45 minute session, with the exception of a few limited time slots in which I can offer sliding scale. Payment is due at the end of each session or paid monthly in advance, unless other arrangements have been made. In addition to weekly appointments there are sometimes other services you may need that I charge my negotiated fee or another fee that is agreed upon. These services include but are not limited to telephone conversations that are longer than 15 minutes, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, and the time spent performing any other services you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, even if I am called to testify by another party.

## **PAYMENT AND BILLINGS**

You, of course, are responsible for the payment of our bill. I typically collect the fee at our weekly appointment, unless we have made other arrangements. I will provide you with a monthly statement if you request it. If your account is unpaid for over 60 days and we have not agreed upon other arrangements for payment in full, I have the option of using legal means (collection agency, small claims court) to secure payment. 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.

## **INSURANCE REIMBURSEMENT**

If you have a health insurance policy, it may provide some coverage for mental health treatment. If you request it, I will provide you with a monthly statement which you can use to bill your insurance company for reimbursement. While I will provide you with assistance in receiving the benefits to which you are entitled, you (and not your insurance company) are responsible for full payment of my fees. It is very important that you know exactly what mental health services your insurance policy covers since the range of coverage varies enormously with many plans offering only limited, short-term treatment.

You should be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis, as well as additional clinical information such as treatment plans or summaries. Although all insurance companies claim to keep such information confidential, I have no control over the degree to which insurance companies honor the confidentiality of this information. I will provide you with a copy of any report I submit, if you request it. You always have the right to pay for my services yourself to avoid the issues described above.

## **CONTACTING ME**

The best way to reach me is to leave a message on my voicemail (number below), which I check frequently. I will make every effort to return your call on the same day you make it. Calls made after 5:00pm or on weekends and holidays will often be returned on the next business day. While I do make every effort to respond quickly to calls, I cannot guarantee that I will be able to respond to you immediately at all times. In case of a true emergency, particularly one that is life threatening for which you cannot wait for a callback from me, you should call 911 to access the local emergency response system or go to your local emergency room. There is no better way of ensuring an immediate response to your urgent need. If I am unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence.

## **CONFIDENTIALITY**

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue (particularly if you raise the issue), a judge may subpoena your records, and/or order my testimony. There are also situations in which I am legally obligated to take action to protect people from harm, even if I have to reveal some information about a patient's treatment. For example:

- If I have reason to suspect that a child, elderly person, or disabled person is at risk for being abused, I must file a report with the appropriate protective agency;
- If I believe that a patient poses serious bodily harm to another person or to property, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient; and
- If a patient threatens to harm himself/herself, I may be obligated to take measures designed to keep the patient safe, which may include seeking hospitalization for him or her, and/or contacting family members or others who can help the patient remain safe.

If any of the above situations occur, I will make every effort to fully discuss it with you before taking any action. In addition, in all instances, it is still incumbent on me to release only that information necessary to appropriately carry out my responsibilities; your confidentiality remains my ethical priority.

This written summary of exceptions to confidentiality is meant to inform you. Please discuss any questions or concerns that you have about confidentiality with me. However, if you need specific advice, you are advised to get formal legal consultation from an attorney, as the laws governing confidentiality are complex.

## ABOUT TECHNOLOGY: E-MAILS, SMARTPHONES, COMPUTERS, AND FAXES

It is very important to be aware that smartphones, computers and email communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. This is especially true if you choose to send payment via apps such as PayPal or Venmo. Although an account can be set to "private", payment transactions may still be visible by unauthorized people. By choosing the use of such online app payment methods, I will assume that you have made an informed decision and agree to these particular limits to confidentiality.

Faxes can easily be sent erroneously to the wrong address. Emails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all emails that go through them. It is important that you be aware that emails, text messages, and faxes are part of the medical records. Additionally, my emails are not encrypted. Please notify me if you decide to avoid or limit in any way the use of any or all communication devices, such as email, cell phone, or faxes. If you communicate confidential or private information via email, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via email. Please do not use text, email or faxes for emergencies. Please be aware that my voicemail system is setup through Google Voice. The voicemail is password protected and confidential but is accessed through the internet and therefore includes the risks mentioned above.

## MEDIATION AND ARBITRATION

All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of myself and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Los Angeles, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I will use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

## PATIENT RIGHTS

In addition to confidentiality, as spelled out above, you have the right to end your therapy at anytime, for whatever reason, without any moral, legal, or financial obligation, except for fees already incurred. You have the right to question any aspect of treatment, and to expect that I provide you with a referral to another qualified therapist for consultation on our work together, for adjunctive or alternative treatment, if you request. You also have the right to expect that I will maintain professional and ethical boundaries by not entering into other personal, financial, or professional relationships with you, all of which would compromise our work together.

Please feel free to speak with me about any of the above if you have questions or concerns. Your signature below indicates that you have read, understood and agree to comply with these policies.

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Signature

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Date

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Client's name (print)

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Signature (Parent, Guardian or Spouse/Partner)

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Date

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Client's name (print)