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OFFICE POLICIES & GENERAL INFORMATION AGREEMENT

CONFIDENTIALITY:

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law. Most of the provisions explaining when the law requires disclosure were described to you in the *Notice of Privacy Practices* that you received with this form.

When Disclosure is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled (for more details see also *Notice of Privacy Practices*).

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records of your provider (me). In couples and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by **all** adult family members who were part of the treatment.

Emergencies: If there is an emergency during our work together, or in the future after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can, within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact the person whose name you have provided as an emergency contact.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct, only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, the Psychotherapy Notes will not be disclosed to your insurance carrier. I have no control or knowledge over what insurance companies do with the information submitted, or who will access the information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers, and accessibility to companies' computers is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

Confidentiality of E-mail, Cell Phone, and Fax Communication: It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. Please notify me at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. **Please do not use e-mail or faxes for emergencies nor to cancel/reschedule appointments. I strongly recommend that my clients communicate with me through Signal texting app, which is secure and end-to-end encrypted. My encrypted email, dr.bernard@hushmail.com should only be used to submit the Intake forms, and no other communication.**

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure of matters of a confidential nature, it is agreed that in case of legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on me to testify in Court/other proceeding, nor will disclosure of the psychotherapy records be requested.

Consultation: I occasionally consult with other professionals regarding my clients; however, the client's name or other identifying information remains completely anonymous, and confidentiality is fully maintained.

*Considering all of the above exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES:

If you need to contact me between sessions, **please leave a message on my voicemail or a text through the Signal app at (760) 815-8682** (not any other number, fax, **nor email**). I respond more quickly to text messages. I try to check messages regularly, but I may not always get your message in a timely manner. I do not check messages during the night. Messages are checked less frequently on weekends and holidays. If an emergency situation arises, please indicate it clearly in your message. You may also call the San Diego Access and Crisis Hotline 888.724.7240 or 911.

PAYMENTS & INSURANCE REIMBURSEMENT:

Clients are expected to pay the standard fee of \$300 for an intake session and \$250 for a regular session or their individual **deductible and/or co-payment/co-share** at the end of each psychotherapy session, unless other arrangements have been made. Balances over 30 days overdue will be charged late fees of \$25/month. **A form of payment will be required on file.** Telephone conversations, site visits, report-writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed otherwise. Court appearances and testimonies are charged at different rates plus travel time/expenses. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments. If you carry insurance, please remember that professional services are rendered and charged to you and not the insurance companies. Be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. **Insurance companies do not reimburse for all issues/conditions/problems that are the focus of psychotherapy. It is your responsibility to verify the specifics of your coverage with your insurance company, since ultimately you are financially responsible for sessions not reimbursed by your medical insurance.** We will be happy to bill your insurance company; however, if your insurance company does not pay within 60 days or declines to pay, you may be asked to pay a portion or all of your outstanding bill, which will be refunded to you if and when your insurance pays. Statements submitted to insurance companies must be billed payable to Andrea Bernard, Ph.D.

MEDIATION & ARBITRATION/COLLECTIONS:

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 pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement between you and me. The cost of such mediation, if any, shall be shared equally by the parties. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Diego County, California, 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 may use legal means (court, collections agency, etc.) to obtain payment. You agree to pay any fees/costs, in addition to the fees for my services (collections agency/legal fees), necessary to obtain the overdue balance on your account, as well as late/delinquent fees. The prevailing party in arbitration or collections proceedings shall be entitled to recover all attorneys'/collections agency fees from the client holding the delinquent account. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION:

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts,
1/2025

feelings and/or behavior. I will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc. Attempting to resolve issues that brought you to therapy in the first place, such as personal in interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes another family member views a decision that is positive for one family member quite negatively. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, I am likely to draw on various psychological approaches **1/2025**

according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, hypnosis, psychodynamic, existential, system/family, developmental (adult, child, family), or psycho-educational.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, I will discuss with you my working understanding of the problem, treatment plan, therapeutic objectives, and my view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

Termination: As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. If I determine your problem is outside my area of expertise, I will give you a number of referrals. If at any point during psychotherapy, I assess that I am not effective in helping you reach the therapeutic goals, I am obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of alternate referrals. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and, if I have your written consent, I will provide him or her with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.

Dual Relationships: Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the doctor's objectivity, clinical judgment, or therapeutic effectiveness or can be exploitative in nature. Due to the nature of our community, it is possible you may see someone you know in the waiting room or me out in the community. I will never acknowledge working therapeutically with anyone without his/her written permission.

CANCELLATION/RESCHEDULING:

Since scheduling of an appointment involves the reservation of an extended block of time for you, a **minimum of 48 hours notice is required for re-scheduling/canceling an appointment.** Unless we reach a different agreement (e.g., the need to cancel due to an emergency), **you will be responsible for the full fee (the insurance portion and your co-pay/co-share and/or deductible) for sessions missed without such notification or sessions missed altogether.** Please be advised that insurance companies do not reimburse for missed sessions or sessions cancelled late (and it is illegal to bill such sessions); these sessions will be your financial responsibility. **As long as your balance is paid within 15 days from your missed/cancelled appointment without invoicing you, the rate is \$195. After 15 days, you agree to pay my regular fee (\$250/session); in addition, balances older than thirty days will be charged \$25/month late fees.**

I have read the above *Office Policies & General Information Agreement for Psychotherapy Services* carefully; I understand them and agree to comply with them. I can request a copy of this agreement.

Client signature	Printed name	Date
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Signature of parent/guardian	Printed name	Relationship	Date
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Revised 1/2025