

# Barbara Bernstein, MA LLC

## Licensed Marriage and Family Therapist

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1116 23rd Street South  
Birmingham, Al 35205  
(205) 322-1818

### **OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES**

This form provides you (client) with information that is additional to that detailed in the Notice of Privacy Practices.

**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 (client's) written permission, except where disclosure is required by law or in cases of peer consultation. 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. Ms. Bernstein has an ethical "duty to warn" in the event that a member or members of society become threatened by the actions of the client. If child abuse, elder abuse, or any similar behavior is suspected, reporting is required by law. By signing this agreement, you hereby give permission to Barbara Bernstein to disclose any information that she believes to be necessary to any persons or agencies for the protection of those involved in this case or others. This permission extends to the protection of any other persons not competent to manage his/her own affairs.

**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 form).

**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 and/or testimony. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Barbara Bernstein will use her clinical judgment when revealing such information and will not release records to any outside party unless she is authorized to do so by **all** adult family members who were part of the treatment.

**Emergencies:** Barbara Bernstein does not provide emergency or after-hours counseling. In the event of emergency, client should contact the Crisis Center at (205) 323-7777 for intervention or visit the emergency room of the nearest hospital. If there is a situation during our work together, or in the future after termination, in which Ms. Bernstein becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she 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, she may also contact the person whose name you have provided on the biographical sheet.

**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 Barbara Bernstein, 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. Barbara Bernstein has no control or knowledge over what insurance companies do with the

information she submits or who has access to this 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 soon will also be reported to the, congress-approved, National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database 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 Faxes 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 Ms. Bernstein 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.

**Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be 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 Barbara Bernstein to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested. Furthermore, if a request is made for a copy of therapy records at any time (either by the client or by an attorney issuing a subpoena), Ms. Bernstein must be provided with a signed release form from both participants in therapy in order to release this information.

**Consultation:** Barbara Bernstein consults regularly with other professionals regarding her clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous and confidentiality is fully maintained.

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

**TELEPHONE PROCEDURES:** If you need to contact Ms. Bernstein between sessions, please leave a message on the answering machine at (205) 322-1818 and your call will be returned as soon as possible. If an emergency situation arises, please indicate it clearly in your message. However, Ms. Bernstein is NOT a crisis counselor and may not be available to assist you. If you need to talk to someone right away, you can call the 24-hour Crisis Center at (205) 323-7777 , or the Police (911).

**PAYMENTS & INSURANCE REIMBURSEMENT:** Ms. Bernstein agrees to provide counseling services with client at sessions ranging from 50 minutes to 80 minutes as circumstances dictate. Client agrees to pay the fee of \$175.00 per 50-minute session (\$260.00 per 80 minute session). The full fee is due and payable at the time of service. The counselor reserves the right to increase fees as needed. 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. Please notify Ms. Bernstein if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Ms. Bernstein will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/ conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

**MEDIATION & 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 pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Barbara Bernstein and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Jefferson County, 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, Ms. Bernstein can 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 for attorneys' fees. 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, feelings and/or behavior. At times, Ms. Bernstein 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. Ms. Bernstein may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or 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, a decision that is positive for one family member, is viewed quite negatively by another family member. 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, Ms. Bernstein is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), or psycho-educational. As Ms. Bernstein is not able to provide emergency availability and does not have specialized training in deep psychosis, she does not accept clients who are actively suicidal or homicidal, nor those who suffer from a serious mental illness. If, during the process of therapy, clients become actively suicidal, homicidal, severely depressed or mentally ill, Ms. Bernstein reserves the right to make a referral to another mental health clinician for optimal client care.

**Policy on "secrets" within partnership:** (this is for couple's work only) In therapeutic relationships, it is important that there be a clear policy on the communication of private information between participants in therapy. I understand that it is the policy of Barbara Bernstein to encourage the partner "holding a secret" to disclose this information with his/her partner whenever best for the couple. However, in cases in which disclosure is not chosen, I give Ms. Bernstein my permission to receive this information as part of the process of relational counseling and understand that she may treat the information as privileged, doing her best to maintain it as such, even if this puts her in a situation of collusion with my partner.

**Termination:** After the first couple of meetings, Ms. Bernstein will assess if she can be of benefit to you. As she does not accept clients who, in her opinion, she cannot help, in such cases, she will give you a number of referrals that you can contact. If at any point during psychotherapy, Ms. Bernstein assesses that she is not effective in helping you reach the therapeutic goals, she is obliged to discuss it with you and, if appropriate, to terminate treatment. If, at any time during treatment, Ms. Bernstein feels that your problem would be better treated by someone with more knowledge or expertise in the clinical area involved, it is her ethical and legal obligation to refer to a practitioner who can provide this level of care. Ms. Bernstein will not practice beyond the level or her competence as established by her education,

training, or experience. If you request it and authorize it in writing, she 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, Ms. Bernstein will assist you in finding someone qualified, and, if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. The manner of termination and the circumstances extant will often not require Ms. Bernstein to do anything further to confirm or acknowledge the termination, other than to document the termination in your records.

**Dual Relationships:** Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the Therapist's clinical judgment, or therapeutic effectiveness or can be exploitative in nature. Ms. Bernstein will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. Birmingham is a small town and many clients know each other and Ms. Bernstein from the community. Consequently you may bump into someone you know in the waiting room or into Ms. Bernstein out in the community. Ms. Bernstein will never acknowledge working therapeutically with anyone without his/her written permission. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your, the client's, responsibility to communicate to Ms. Bernstein if you begin to feel that your relationship becomes uncomfortable for you in any way. Ms. Bernstein will always listen carefully and respond accordingly to your feedback. Ms. Bernstein will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapeutic process or the welfare of the client and, of course, you can do the same at any time.

**CANCELLATION:** Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Messages of cancellation should be left on Ms. Bernstein's office phone (205) 322-1818. Last minute cancellation messages should not be left on email. Unless a different agreement is reached, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

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