



Dr. Bergin Family Counseling Services

GUIDELINES & POLICY PROCEDURE

These pages contain information you will find useful. This information will enable you to receive the greatest benefit from your treatment and describes the rules for our relationship. Please read it carefully and discuss any concerns you have.

New clients will need to sign the “informed consent for treatment” form before treatment can begin.

1. HOW ARE APPOINTMENTS STRUCTURED?

The length of our sessions is 45 minutes. Dr. Bergin will give you her undivided attention during your time. The best time for payment of fees and any other business/paperwork is when you first arrive. In this way you can end your session focused on what you learned. Paperwork and payments will be handled by the office staff. It is to your advantage to have your check prepared in advance so that no later billing is required. If you arrive late for your appointment, regrettably, the time cannot be made up (in most cases).

2. WHAT HAPPENS IF I DON'T KEEP MY APPOINTMENT?

When you schedule an appointment, the time is reserved for you. You have agreed to pay for that time in exchange for the convenience of Dr. Bergin saving it on your behalf. As a general rule, YOU are expected to pay for sessions that are missed or not canceled with adequate notice.

Dr. Bergin understands that occasionally circumstances may arise which prevent clients from attending a meeting. She therefore offers options under which you will not be expected to pay for an appointment you could not attend.

There are two exceptions to the “pay for missed appointments” policy:

A. Adequate Notice

If you reschedule your appointment at least 24 hours before your appointment time, there is no charge for the missed appointment.

B. Emergencies

An emergency is an unexpected event that makes it impossible or inappropriate for you to come to the appointment and impossible or inappropriate for you to conduct your appointment as a Phone Session during the appointed time (see “Phone Sessions” below). You must call to notify Dr. Bergin of the emergency within 24 hours before, during, or within 2 hours after the appointment time. In order to be considered emergencies, unexpected events must occur in the hours immediately preceding your appointment time, they occur infrequently, and they never become a pattern.

There is an option from which to choose if your missed appointment does not fit one of the exceptions to the “pay for missed appointments” policy listed above:

Phone Session

We may restructure your appointment and conduct your session, at the appointed time over the phone.



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This is common, for example, with clients who travel on business, when family members become ill, when cars break down, and when baby sitters don't show up. (Insurance companies do not usually pay for this option.) Call Dr. Bergin at the time your appointment is scheduled to begin. Leave a message giving the telephone number Dr. Bergin should call to reach you for the session. In cases of a long distance call, Dr. Bergin will call collect.

Please keep in mind that insurance companies do not pay benefits for missed appointments, so patients who miss appointments are responsible for the entire fee.

Also, please understand that if you choose not to honor this policy, Dr. Bergin will be unable to reserve time for you in the future.

3. HOW ARE FEES PAID?

It is customary for clients to pay the full fee or co pay when services are provided, even when medical insurance will pay some portion of the fee. This is especially true on the first meeting.

For your convenience Dr. Bergin accepts cash, check, VISA, Master Card and American Express.

Dr. Bergin and her staff are happy to assist you in all aspects of insurance claims processing. She is a preferred provider for several insurance companies. **If you wish to use your insurance, you must inform us of this fact at your first appointment.** If you do not do so, you will be personally responsible for full payment. If at any later point you decide to use your insurance, Dr. Bergin will be happy to accommodate you from then on. You cannot, however, make that change in your agreement with Dr. Bergin retroactive. If you do not have insurance when you begin treatment, but later begin to receive insurance coverage, give her that information at once. She will then be able to treat you under the contracted fee policies of your coverage.

4. WHAT IF A FINANCIAL HARDSHIP DEVELOPS?

If you find that Dr. Bergin's fees create a financial hardship, please discuss this with Katie Garcia, Financial Director, to explore options. Usually you can reach an arrangement that permits your treatment to continue. Otherwise, she will refer you to another professional with lower fees.

5. EMERGENCY and ROUTINE PHONE CONSULTATION

Dr. Bergin is available to assist you by phone, when necessary, at no extra charge. This free service is offered for occasional calls, and she asks you to limit such calls to 5 minutes. If you need more time, please schedule a separate session. Clients will be asked to pay for excessive time or frequent calls. Dr. Bergin prefers conversation between 9:00 AM and 7:00 PM Monday through Friday. In emergencies she is available 24 hours a day or an associate is on call.

For routine business and non-emergency matters please call our office.



6. CONFIDENTIALITY

Is What We Talk About Confidential?

What you discuss with Dr. Bergin is private. Except as required by law, she will not tell anyone else about you unless you give her written permission to do so. This is called “privileged communication.”

What About When Couples Are In Treatment?

The privilege of keeping information confidential extends to everyone in a session. If a husband and wife are in treatment together, and at a later time the wife (for example) wants information released about the sessions, the husband has the right to object and not allow the disclosure. The exceptions are in cases of required reporting and court orders.

Are There Times When Information Is Not Confidential?

There are exceptions to your privilege to keep information about you confidential. Times when your records or information about you must be released fall under the following situations:

A. Court Order or Government Requirement

If a Judge orders Dr. Bergin to release information or testify, she must do so. This is rare. If you are pursuing a Workers’ Compensation case, your personal health information will be required.

B. Required Reporting

Therapists are mandated by California law to report any suspected abuse (sexual, physical, emotional, exploitation, or neglect) of children or dependent adults. Therapists are also mandated by law to notify both the police and any intended victims regarding threats of physical harm. Dr. Bergin will abide by these legal requirements, and no “release of information” is required for her to act. Should this occur, she will also provide counseling and psychotherapeutic assistance to her clients and their families throughout any necessary procedures.

C. Other Health Care Professionals

In order to make sure your overall health care is complete, Dr. Bergin has legal permission to talk with and send summary reports to your medical doctor and other health care providers.

D. Collection of Bad Accounts

In the event that Dr. Bergin must turn an unpaid account over to a collection agency, she reports client and responsible party names, addresses, phone numbers, social security number, name of employer, and account information. No clinical information is revealed. California law permits this disclosure.

Are There Times When Patients Want Information Disclosed?

Yes. Except for the “exceptions to privilege” noted above, you have the power of deciding when and to whom information is released. In such cases, you will be asked to sign an “Information Release” form.



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A. Your Insurance Company

In order to receive payment from your insurance company, Dr. Bergin may be required to provide your personal health information to that company as described in your coverage. You agree to this when you decide to have your treatment covered by your insurance. If you do not wish to have your personal health information disclosed to them, you may pay for your own treatment without using your insurance.

B. Legal Situations

Clients are sometimes involved with legal processes associated with events like personal injuries, Workers' Compensation, custody disputes, or damages resulting from another person's conduct. Dr. Bergin's records and comments are sometimes wanted by lawyers and judges in order to determine facts in a case.

Remember you have the right to prohibit such disclosures, unless one of the exceptions to your confidentiality privilege applies (they are: Court Order or Government Requirement, Required Reporting, Collections). If you want such disclosures to be made, you will be asked to authorize them in writing. The following information is provided so that you can decide what is in your best interests.

The treatment and evaluation process includes everything you discuss with Dr. Bergin, any written information that you provide, findings from psychological tests, and information obtained from other sources. Any and all of this information may appear in Dr. Bergin's records, reports, and testimony in the event of a legal process. Dr. Bergin has no control over how other people will use such information. Her psychotherapy notes will be stored separately, and have a higher level of confidentiality. If she testifies with regard to your treatment and/or testing, she may report information and opinions not included in her records or reports. Dr. Bergin's records, reports, and testimony may influence the outcome of legal processes in which you are now involved or in which you may be involved in the future.

When you sign the Informed Consent for Treatment and/or Evaluation, you agree not to hold Dr. Bergin responsible for the consequences of information she releases according to the terms above. You agree not to hold her responsible for the outcome of any legal process in which you become involved, whether her records, reports, and testimony support or argue against your position.

Under certain situations, Dr. Bergin may send copies of reports to other doctors, attorneys, or the courts. Even your employer and your employer's Worker's Compensation insurance carrier get reports in cases of Workers' Compensation related treatment. In such cases, Dr. Bergin's records, reports, and testimony will be read by many people and become part of a public record. Dr. Bergin will not release records or testify without your consent, unless one of the exceptions listed above applies.