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Collaborative Divorce Services Agreement

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and healthcare operations. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and healthcare operations. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of the session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. The revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred. Please read it carefully and jot down any questions that you might have so that we can discuss them. Once you sign this it will constitute a binding agreement between us.

COLLABORATIVE DIVORCE SERVICES

I am not providing psychotherapy to you, although at times I will utilize the same or similar techniques as when providing psychotherapy. The type of work we will do is not easily described in general statements. It varies depending on the personality of both the psychologist and the client and the particular problems which the client brings. It also depends upon the types of issues needing to be resolved within the divorce process as well as the types of issues presented by the other party in the divorce. There are a number of different approaches which can be utilized to address the problems you hope to address. Success depends upon both parties agreeing on solutions, with neither being coerced or pushed in any way. It should be noted, however, that most collaborative agreements do not feel 100% “victorious” for either party, but rather involve reaching an agreement that feels manageable to each and which is in the best interest of the child(ren).

This process has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger and frustration, loneliness and helplessness. The process may involve recalling unpleasant aspects of your history. Collaborative divorce has also been shown to have benefits for people who undertake it. It often leads to a significant reduction of feelings of distress, and to better relationships and resolutions of specific problems. But there are no guarantees about what you will experience. Most significantly, the reduction of interparental discord has been shown to relate to the best outcomes for children.

Our first few sessions will involve an evaluation of your needs and wishes. By the end of the evaluation, I will be able to offer you some impressions of what our work will include and an initial plan, if you decide to continue. You should evaluate this information along with your own assessment about whether you feel comfortable working with me. Collaborative work can involve a large commitment of time, money,

and energy, so you should be very careful about the psychologist you select. If you have questions about my procedures, we should discuss them whenever they arise.

SESSIONS

My normal practice is to conduct an initial evaluation which may last from 1 to 2 sessions. During this time, I gather information about you and your family and try to determine your objectives. My regular appointments are scheduled for 45 minutes. **Once this appointment hour is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation.** If it is possible, I will try to find another time to reschedule the cancelled appointment so that you do not have to waste the payment.

PROFESSIONAL FEES

My hourly fee is \$250.00. Please note that my standard appointment is 45 minutes long. It is my practice to charge this amount on a prorated basis for other professional services that you may require, such as report writing, telephone conversations, e-mails, attendance at meetings or consultations with other professionals which you have requested and authorized, preparation of records or summaries or the time required to perform any other service which you may request of me. By signing this contract, you agree that I will not participate in any litigation if the collaborative process terminates prior to settlement.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to at the time these services are requested.

If your account is more than 60 day in arrears and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. If such legal action is necessary, the cost of bringing that proceeding will be included in the claim. In most cases, the only information which I release about a client's treatment would be the client's name, the nature of the services provided and the amount due.

INSURANCE REIMBURSEMENT

Insurance will not reimburse for this service. I am not providing treatment to you or giving you a medical or psychological diagnosis.

CONTACTING ME

I am often not immediately available by telephone. While I am usually available between during regular business hours, I may not be available to answer the phone directly. At times when I am not directly available, my telephone is answered by voicemail which I monitor frequently. I will make every effort to return your call on the same day you make it with the exception of weekends and holidays. If you cannot reach me, and you feel that you cannot wait for me to return your call, you should call your family physician or go to the emergency room at the nearest hospital and ask for the psychiatrist on call. If I am unavailable for an extended time, I will provide you with the name of a trusted colleague whom you can contact if necessary.

PROFESSIONAL RECORDS

Even though I am not providing treatment to you, I am still required to keep a professional record. I am keeping a *professional* record but not keeping a *clinical* record as I would when providing psychotherapy. As such, your privacy is still protected as under HIPAA, however, this is not a medical or psychological record that you have rights to as you would if receiving treatment.

Because the record will be inextricable from the record of the other party, and because you have signed an agreement exempting me from any future litigation in the divorce or custody matter, you are not entitled to any copies of the record.

CONFIDENTIALTY

In general, the confidentiality of all communication between a client and a psychologist is protected by law, and I can only release information about our work to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

1. I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your record.
2. I also have contracts with credit card companies and testing services. As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of the contract.
3. Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.
4. If a client threatens to harm him/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
2. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

3. If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
4. If a client files a worker's compensation claim, I must, upon appropriate request, provide relevant information, to the appropriate parties, including the client's employer, the worker's compensation insurer.

There are some situations in which I am legally required to take action to protect others from harm, even though that requires revealing some information about a client's treatment. These situations are unusual in my practice.

1. If I believe that a child or a dependent adult (an elderly person, a disabled person, etc.) is being abused, I must file a report with the appropriate state agency. Once a report is filed, I may be required to provide additional information.
2. If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens to harm him/herself, I may be required to seek hospitalization for the client, or to contact family members or others who can help provide protection.

In most judicial proceedings, you have the right to prevent a mental health professional from providing any information about you. However, in some circumstances such as child custody proceedings and proceedings in which your emotional condition is an important element, a judge may require testimony if he/she determines that resolution of the issues before him/her demands it. This circumstance is prevented by your agreement to abide by accepted Collaborative Divorce guidelines

These situations have rarely arisen in my practice. Should such a situation occur; I will make every effort to fully discuss it with you before taking any action.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns which you may have. As you might suspect, the laws governing these issues are quite complex and I am not an attorney. While I am happy to discuss these issues with you, should you need specific advice, formal legal consultation may be desirable. If you request, I will provide you with relevant portions or summaries of the applicable state laws governing these issues.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE READ THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Client's Name (please print)

Client's (Parent's or Guardian's) Signature

Date

10/18