

**KATHRYN BERLÁ, ED.D.**

Licensed Psychologist  
2420 Frankfort Ave., Ste 200  
Louisville KY 40206  
502-412-2226

**Psychotherapist-Patient 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 new 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 (the Notice) for use and disclosure of PHI for treatment, Payment and healthcare operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your PHI in greater detail. 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.

**PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the patient and the particular problems which the patient brings. There are a number of different approaches which can be utilized to address the problems you hope to address. It is not like visiting a medical doctor, in that it requires a very active effort on your part. In order to be most successful you will have to work both during our sessions and also at home.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger and frustration, loneliness and helplessness. Psychotherapy often requires recalling unpleasant aspects of your history. Psychotherapy 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some impressions of what our work will include and an initial treatment plan, if you decide to continue. You should evaluate this information along with your own

assessment about whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you secure an appropriate consultation with another mental health professional.

## SESSIONS

My normal practice is to conduct an initial evaluation which may last from 2 to 4 sessions. During this time, we can both decide about whether I am the best person to provide the services which you need in order to meet your treatment objectives. If psychotherapy is initiated, I will usually schedule one 45-50 minute session (one appointment hour of 45-50 minutes duration) per week at a mutually agreed time, although sometimes sessions may be more or less frequent. **Once this appointment hour is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation. It is important to note that insurance companies do not reimburse for cancelled sessions.** If it is possible, I will try to find another time to reschedule the cancelled appointment.

## PROFESSIONAL FEES

My regular hourly fee for self-referred patients is \$175.00. Court-ordered therapy is \$200.00 due to the additional workload outside of regular sessions. In addition to weekly appointments, 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 which last longer than 10 minutes, attendance at meetings or consultations with other professionals which you have requested and authorized, preparation of records or treatment summaries or the time required to perform any other service which you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge a flat fee of \$2500.00, which covers ½ day of court or deposition appearance and preparation time. Additional time will be billed at \$250.00 per hour for waiting to be sworn and \$450.00 per hour for testimony at any legal proceeding. Travel time outside of Jefferson County is also charged (door to door) at \$250/ per hour.

## 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 payers for court-ordered services are not present at time of service, a credit card must be left on file or an escrow account must be established.

If your account is more than 60 days 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

Unless otherwise arranged, all payments for services are to be made directly to me in full, and any insurance reimbursement will be paid directly to you. You are responsible for filing for your own reimbursement. In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health benefits policy, it will usually provide some coverage for mental health treatment. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled including filling out forms as appropriate. However, *you, and not your insurance company*, are responsible for full payment of the fee which we have agreed to. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers and to keep yourself apprised of the coverage during the course of services.

You should carefully read the section in your insurance coverage booklet which describes mental health services. If you have questions, you should call your plan and inquire. Of course, I will provide you with whatever information I can based on my experience and will be happy to try to assist you in deciphering the information you receive from your carrier. If necessary, to resolve confusion, I am willing to call the carrier on your behalf.

The escalation of the cost of healthcare has resulted in an increasing level of complexity about insurance benefits which sometimes makes it difficult to determine exactly how much mental health coverage is available. "Managed Health Care Plans" such as HMOs and PPOs often require advance authorization before they will provide reimbursement for mental health services. *You are responsible to acquire this advance authorization.* These plans are often oriented towards a short term treatment approach designed to solve specific problems that interfere with one's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In my experience, while quite a lot can be accomplished in short term therapy, many clients feel that more services are necessary after insurance benefits have expired. Some managed care plans will not allow me to provide services to you once your benefits are no longer available, even if you continue to require my services.

You should also be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire record. This information will become part of the insurance company files, and, in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases, they may share the information with a national medical information data bank. If you request it, I will provide you with a copy of any report which I submit to them.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the

right to pay for services yourself to avoid the problems described above [unless prohibited by contract].

## 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

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two parts of professional records. One part constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or the record makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. [I am sometimes willing to conduct this review meeting without charge.] You are entitled to a free copy of your records. However, I am allowed to charge a copying fee of \$1 per page (and for certain other expenses) for any subsequent copies. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review, which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. [They also include information from others provided to me confidentially.] These Psychotherapy Notes are kept in a separate section of your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed authorization. Insurance companies

cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

Please note that if I am Court-appointed or if there is a Guardian ad Litem appointed for a child client, you may not have access to the record in the absence of a Court Order.

## PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Patients have the right to file a complaint against me with my professional licensing board in the event that I commit malpractice or an ethical violation. However, patients should be aware that I will charge my professional prorated rate for my time spent defending baseless claims. That is, if an allegation is made and I am found to have no wrongdoing, the cost of legal fees and my time will be charged to the patient making the false allegation.

## RECORDING

Recording of sessions without my consent is strictly prohibited and will result in termination of my services. If you would like to record your session, please bring this to my attention and we will discuss it.

## MINORS & PARENTS

Patients under 16 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

## CONFIDENTIALITY

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 patient. 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 Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
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 patient 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 patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
4. If a patient files a worker's compensation claim, I must, upon appropriate request, provide relevant information, to the appropriate parties, including the patient'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.

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