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Child Custody Evaluation Services Agreement

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. 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.

SERVICES

I have been court appointed to perform a child custody evaluation for your child(ren). This will involve a substantial amount of time, money and energy on your part. It will involve you coming to my office by yourself and with your child(ren) on more than one occasion. You will be asked to provide a great deal of personal information to me. You may also be asked to provide contact information for other adults involved in your children's lives. You should understand that I will be contacting these people and asking them to provide additional information to me. You should understand that I am performing an evaluation, not psychotherapy. When I have gathered sufficient information, I will write a report about my findings and submit it to the court. In some cases, I may be called to testify.

If you have questions about my procedures, we should discuss them whenever they arise.

SESSIONS

My normal practice is to conduct an evaluation using some or all of the following tools: personal interview, life history questionnaire, parenting skills inventory, child history questionnaire, incomplete sentence blank, Minnesota Multiphasic Personality Inventory-2 (MMPI-2), child rearing essay, and interviews with caregivers, teachers and therapists. I may use other tools as the need arises. You can expect to spend 2-3 hours talking to me, and up to 5-6 hours completing questionnaires. This may not all be accomplished on the same day. I will also ask to see your children, to see you with your children, and to see your children in the presence of both you and their other parent at the same time. **Once your appointment is scheduled, you will be expected to provide two business days advance notice of cancellation. Later cancellations will result in a charge for two hours of my clinical time at my normal rate of \$120/hour. This is a late charge and is not applicable to the evaluation fee.**

PROFESSIONAL FEES

The total standard fee for this evaluation is \$5000.00. Typically, this is divided by the two parties, unless otherwise specified in the court order. When you make your appointment, you should bring your portion to the session. The evaluation will not begin in the absence of payment in full. **This fee is non-refundable, even if your case is settled or dropped.**

In the rare event that Dr. Berlá is called to testify, a flat fee of \$1200.00 is required, which covers the first two hours of court or deposition appearance and one hour of preparation time. Additional time will be billed at \$250.00 per hour for preparation work or waiting, and \$450.00 per hour for attendance at any

legal proceeding. As these proceedings are scheduled far in advance, the \$1200.00 fee is required 72 hours prior to the date. This fee is nonrefundable if cancelled in less than 48 hours prior to the proceeding.

INSURANCE REIMBURSEMENT

Insurance companies will not reimburse for these services

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.

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 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.
2. I also have contracts with credit card processing 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. 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 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 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.

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.

Client's Name (please print)

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

Date