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WELCOME TO MY OFFICE

POLICIES AND PROCEDURES

CLIENT CONSENT FOR COLLABORATIVE LAW/PRACTICE SERVICES

I am glad that you are here, and I am committed to providing you with quality care. Please take a few minutes to read the following information that will explain my office policies and procedures to you. If you have any questions, please ask and I will be happy to clarify any of the information in this form. Please sign and date this form, acknowledging that you have read and fully understood the information and are consenting to my services as a member of your collaborative team in accordance with the executed Collaborative Law Participation Agreement (CLPA). Please read the Health Insurance Portability and Accountability Act (HIPAA) Notice of Privacy Practices and sign and date the form acknowledging that you have read and understood the HIPAA policies. Finally, please read and sign the attached waiver detailing potential risks to your confidentiality. Thank you.

Qualifications: Your Neutral Collaborative Mental Health Professional (MHP) is Honey A. Sheff, Ph.D., a licensed clinical psychologist and a mediator. In this role I abide by the Ethical Guidelines of Mediators.

Services: Forensic Services are services ordered by the court, agreed to by parties in a court order related to a court case, or performed with a reasonable expectation that they will be the subject of a future court case. Collaborative Law is an alternative dispute resolution process, and as such is a forensic service defined by statute in the Texas Family Code, Title 1-A. The services that you are agreeing to are specified in the executed Collaborative Law Participation Agreement, which further explains my role and responsibilities as your Neutral Collaborative MHP.

Although my training, background and experience give me many tools to help you, the work we do in the collaborative process is *not* therapy or counseling and as your Neutral Collaborative MHP I am *not* your therapist. As we work together, if we decide that other services are needed, I will provide you with appropriate referrals. As a Neutral Collaborative MHP I cannot: make formal recommendations, make decisions, serve as a tiebreaker or testify in court. Once the process concludes successfully, the only other professional service that I can provide for your family, if appropriate and by your joint choice, would be as a Court Ordered Parenting Coordinator. If your collaborative process is not successful, and is terminated without resolution, I am disqualified from providing any ongoing services, and I can provide no future services to you or your family in any capacity. While benefits are expected from the collaborative process, specific results are not guaranteed and there are inherent risks. Together we will work to achieve the best results for you.

Confidentiality: The collaborative process is a confidential process, as determined and specified by statute in the Texas Family Code, as an alternative dispute resolution procedure. The parameters and conditions surrounding privilege and confidentiality are detailed in the CLPA that you have signed. As a brief recap, as a Neutral Collaborative MHP my records cannot be subpoenaed nor submitted into evidence in any legal proceeding. I cannot be deposed nor can I be compelled to testify regarding either of you or the collaborative Collaborative Law/Practice Policies/Procedures & Informed Consent—09/2017

process in any legal action in which you are involved. No information provided during the course of our meetings will be revealed to anyone other than the other client in the process and the collaborative team members, unless allowed or mandated by law and then, only to the extent required by law. No information will be shared with other professionals, even at your request or with your permission, with the exception of educating other professionals about the collaborative process in which you are engaging, and then, only with your written authorization. Once the process concludes, either successfully or by termination, the only information that can be provided to you or any professional are documents that had previously been distributed to you and the collaborative team members prior to conclusion. Possible legal exceptions to confidentiality include, but not limited to, the following situations (please review the HIPAA Notice of Privacy Practices for additional exceptions):

- If you reveal information that indicates you are a danger to yourself or someone else necessitating a duty to protect or duty to warn
- If you reveal information about child abuse, neglect, sexual abuse or elderly abuse

Duty to Warn/Duty to Protect: If Dr. Sheff believes that I am in any physical or emotional danger to myself or another human being, I hereby specifically give consent to Dr. Sheff to contact any person who is in a position to prevent harm to me or another, including, but not limited to, the person in danger.

Federal Privacy Laws: Under federal regulations, records related to forensic services are not health care records and are not protected by federal privacy regulations. However, to the degree that I may come into contact with mental health information pursuant to the Collaborative Law/Practice process, such information does fall under the Texas Medical Records Privacy Act and your record will be protected accordingly. Please review the HIPAA Notice of Privacy Practices for additional information. If you have questions about your privacy, which will be protected pursuant to the CLPA and these guidelines, please discuss them with me and/or your attorney.

By signing this Information and Consent form, you are giving consent for me to share confidential information with the other client, the collaborative team members and all persons mandated by law; you are releasing and holding me harmless for any departure from your right to confidentiality that may result.

We will be utilizing unencrypted email, but secure transmission, as a means of communication. I will provide brief summaries of our meetings outside the team (“offline meetings”) to you and the collaborative team members. Any type of audio/visual recording is prohibited in the collaborative meetings, or phone calls, without prior discussion and my consent.

If you have any questions or concerns regarding confidentiality, please discuss them with me before signing this form.

Appointments: Services are by appointment only and are typically scheduled between 8:00 am and 5:00 p.m. You are responsible for keeping your appointment and arriving on time. In the event that you cannot keep an appointment, it is your responsibility to call the office at least 24 hours in advance to cancel or reschedule. If one of you is late for a joint appointment, the meeting will not begin until both of you are present, unless specifically addressed otherwise. Please help me serve you better by being responsible for keeping your scheduled appointments and being on time.

The telephone is answered either by the office manager or voice mail, so messages can be left 24 hours a day, 7 days a week. Due to my appointment schedule, it may be several hours before I can return your call. Calls received late in the day may not be returned until the following day. After-hours or weekend calls and emails are

generally not returned until the next day or the following Monday as I do not check either voicemail or email after work hours or on the weekend.

Emergencies: You may encounter a personal emergency that may require prompt attention. Please contact my office and I will make reasonable efforts to respond to your emergency in a timely manner. If it is after-hours or on a weekend, or you reach the office voice mail during an emergency situation, please follow the emergency instructions on the voicemail, go to the nearest emergency room and ask for assistance, or call 911. When I am out of town, I will provide the name and contact information for an on-call clinician.

Termination of Services: If you decide at any time that we are not a good fit you have the right to address that concern with your attorney or the collaborative team members, however, neither you nor the other client can unilaterally terminate my services. Upon both of your agreement, however, and with the permission of the team, I can withdraw and in such circumstances, I am willing to provide alternative recommendations for your Neutral Collaborative MHP.

Financial Policy: All “offline meetings” are approximately two hours, and are billed on a per session basis at the rate of \$250 per hour. Sessions may be scheduled for shorter or longer periods of time and in such instances, are billed on a prorated basis. If you call at least 24 hours in advance of your scheduled “offline meeting” to cancel, you will not be charged. If you provide less than 24 hours notice, there may be a full- or partial-fee charge, emergency situations notwithstanding. I will evaluate each such circumstance and a determination as to the charge will be made at that time. Joint meetings (those including all collaborative team members) are billed at the hourly rate for the amount of time either scheduled or required. You will not be billed for my travel time to and from local meetings or for *concise* phone calls regarding scheduling or other questions. However, I reserve the right to bill for excessive out-of-meeting communications, if that becomes a significant issue. I do not bill for reading or writing emails, but reserve the right to do so if the email demands become excessively burdensome and time-consuming. I will discuss all such situations with you in advance. I do bill for any telephone conference with you or other professionals (including collaborative team calls and collateral professional calls) that require formal scheduling on my calendar. If I am summarizing your parenting plan discussions in a memorandum of understanding, I charge a flat fee of 2 hours regardless of the actual amount of time required. As addressed in the CLPA, I require a \$4000.00 retainer. If the retainer drops to \$500, you will be notified and are expected to replenish it at that time. Upon successful resolution or termination, any remaining monies will be equally refunded to you and the other client, unless agreed otherwise. I accept cash, checks, MasterCard, and Visa. Returned checks will be assessed a \$25.00 administrative fee for each occurrence. Please be aware that since my work as the Neutral Collaborative MHP is a forensic service, and I do not provide diagnoses, such services are not covered by insurance and you cannot file for reimbursement.

You are responsible for any legal fees that I incur as related to your case or my collaborative practice services.

I reserve the right to suspend services if there is an unpaid balance in your account.

Incapacity or Death: I understand that, in the event of my death or incapacitation, it will be necessary to assign your case to another Neutral MHP and for that Neutral MHP to have possession of my records. By my signature on this form, I hereby consent to Jennifer Leister, LPC to take possession of my designated record set and provide me with copies at my request, and/or to deliver the designated record set to another Neutral MHP to be determined in conjunction with the collaborative team members.

Please be aware that I share office space, expenses and office staff with Ray Levy, Ph.D. and Jennifer Leister, LPC. We are three independent professional practices and are not in any form of business partnership with each other.

Consent to Collaborative Law/Practice Services: By signing this Client Information and Consent Form as the Client I acknowledge that I have read, understand, and agree to all the terms and conditions contained in this document and the related CLPA in this matter. I have been given appropriate opportunity to address any questions or request clarification for anything that is unclear to me. I am voluntarily agreeing to have Dr. Honey Sheff serve as the Neutral Collaborative MHP pursuant to the CLPA.

Printed Name

Signature—Client

Date

Honey A. Sheff, Ph.D.
Neutral Collaborative MHP

Date

Attachment: CLPA