

OFFICE POLICIES & GENERAL INFORMATION

AGREEMENT FOR PSYCHOTHERAPY SERVICES

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by this provider.

Emergencies: If there is an emergency during our work together, or in the future after termination where this clinician becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the biographical sheet.

Health Insurance & confidentiality of records: Disclosure of confidential information is required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. Anne Westcott L.I.C.S.W. has no control or knowledge over what insurance companies do with the information submitted or who has access to this information.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc...), neither you (client's) nor your attorney's, nor anyone else acting on your behalf will call on Anne Westcott L.I.C.S.W. to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation: Anne Westcott L.I.C.S.W. consults regularly with other professionals regarding her clients; however, client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

Your Right to Review Records: Both law and the standards of my profession require that I keep appropriate treatment records. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when this clinician assesses that releasing such information might be harmful in any way. In such a case, this clinician will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, Anne Westcott L.I.C.S.W. will release information to any agency/person you specify unless she assesses that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Anne Westcott between sessions, please leave a message on her confidential voice mail 978-505-9231. Anne Westcott checks these messages a few times a day. As necessary, your call will be returned within 2 working days. **This practice does not provide 24 hour emergency coverage.** If an emergency situation arises, please indicate it clearly in your message, however if you need immediate assistance call the Police (911 or go to the nearest emergency room. Vacation coverage will be reviewed with clients individually.

PAYMENTS & INSURANCE REIMBURSEMENT: See attached fees and services. Telephone conversations longer than 10 minutes, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc... will be charged at the same rate, unless indicated and agreed otherwise. Telephone contact is not covered by insurance companies. Please notify Anne Westcott L.I.C.S.W. if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the insurance company a copayment may be required. As was indicated in the section *Health Insurance & confidentiality of records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

MEDIATION & ARBITRATION: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Anne Westcott L.I.C.S.W. and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Middlesex County, MA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Anne Westcott L.I.C.S.W. can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits; however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. This Clinician will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc... or experiencing anxiety, depression, insomnia, etc... Anne Westcott L.I.C.S.W. may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations which can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member.

Discussion of Treatment Plan: Within three session after the initiation of treatment, this clinician will discuss with you (client) her working understanding of the problem, treatment plan, therapeutic objectives and view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Anne Westcott's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other therapy for your condition and their risks and benefits. If you could benefit from any treatment that this clinician does not provide, she has an ethical obligation to assist you in obtaining referrals.

Dual Relationships: Therapy never involves sexual or business relationships or any other dual relationship that impairs objectivity, clinical judgment, therapeutic effectiveness or can be exploitative in nature.

I have read the above Agreement and Office Policies and General Information carefully, I understand them and consent to comply with them.

Signature _____ Date _____

Anne Westcott L.I.C.S.W.
Therapist Name