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Orientation:

The purpose of this letter is to provide you, my client, with relevant information about my professional practice. Please do not be put off by the technical tone of this letter. It is my desire to provide you with the highest standard of psychological service possible and I feel you should know these details about my practice. The last section covers legal issues arising from recent legislation which affects our working relationship.

Policies and Procedures

I. Definition of Practice and Emergency Coverage

I am in a solo, private practice. I share my office suite with other professionals but we have no professional, consultative relationship.

When I am not in the office, my answering machine takes messages. During weekdays, I check the machine every few hours and at least once during the evening. On weekends and holidays, I check at least once per day and will return your call as soon as possible. In the unlikely event that you don't receive a return call, please call me. If there is an emergency, you can leave a message and I will call you back as soon as I get the message. If you need emergency services sooner, go to the emergency room of a hospital.

If I am out of town for an extended period, I will let you know and will make arrangements for a colleague to cover for me. I will leave the name and phone number of that psychotherapist on the outgoing message of my answering machine. I generally am away for six weeks over the course of a year. I will make every effort to give you specific advanced notice of at least a month before I leave.

2. My current fees are:

\$180 for a 50 minute evaluation session for individual or group therapy

\$180 for a 50 minute individual psychotherapy session

\$200 for a 50 minute couples/family therapy session

\$55 for a 75 minute group psychotherapy session

Each of these fees is adjustable if you have significant financial difficulties. Fees are reviewed annually. Payments can either be made at the time of each session or you may be billed monthly. A maximum balance of \$500 may be accumulated and some payment schedule must be in place by one month post billing or collection proceedings will be initiated.

Sometimes when a client is out of town, it may be appropriate to have a session over the phone. In such cases, the regular full session fee will be charged. The client is responsible for the cost of the phone call.

At times collateral services such as phone consultations with other professionals, attendance at meetings, report preparation and writing, and preparation of a summary of the record, etc. may be necessary in the course of the therapy. Fees for these services may be negotiated based on the nature of the service and the time involved.

### 3. Cancellations and Vacations

As part of our therapy arrangement, I reserve an hour for you every week. If you have to cancel a session, I appreciate as much notice as possible. If we are able to reschedule your appointment during that week, you will not be billed for the missed session. Alternately, if I am able to schedule someone else in your cancelled hour, I will not bill you. I need at least 2 days notice to not to be bill for a missed session. If you cancel during the last 48 hours, you will be billed for the missed session. Vacations are a different matter. You will not be billed for these absences. Please give me as much notice as possible if you are planning a vacation. Group therapy sessions are a different matter and are billed whether you are able to attend or not.

### 4. Limits on Insurance Coverage

I am **not** a member of any HMO or panel of providers for insurance coverage. These include Blue Cross, Tufts, and Harvard Vanguard. Some insurance companies will reimburse you directly for treatment. If that is the case and you choose to submit claims for reimbursement, I will bill you with the necessary information so that you can send it to your insurance company for your reimbursement. I expect you to pay me directly.

### **Limits of Confidentiality:**

Things for you to know about confidentiality as spelled out in recent Informed Consent Laws pursuant of Massachusetts General Laws C. 112,129A:

In order for our work to develop, you'll often reveal sensitive information about yourself to me. In general, the confidentiality of all your communications as a client to me as your therapist is protected by law, and I can only release information about our work to others with your written permission. However, there are exceptions to this basic rule. I'll outline these exceptions here. Although imagining these prospects may be difficult and anxiety provoking, your consideration of them is important. If you have any questions or concerns, please let me know.

#### I. Professional consultations

As is often the practice in my profession, I sometimes find it helpful to consult with professional colleagues to enhance the clinical services that I provide. In these consultations, I will make every effort to present the material in a manner which will not reveal your identity. The consultant is also legally bound to maintain confidentiality. Unless there is a specific reason to do so, I will not inform you that these consultations are taking place.

If I am out of town for any period of time, I arrange for another professional to cover for me. I give the person covering a list of the names and telephone numbers of all my clients to be used confidentially as needed.

#### II. Situations in which there is potential harm to the client or others.

There are certain situations in which I am legally required to breach the confidentiality of our professional relationship. If I have reason to believe that a child under the age of 18 is suffering serious physical and/or emotional injury as a result of abuse or neglect, I must file a report with the appropriate state agency. This is also true if I learn that an elderly or disabled person is suffering or has died as a result of abuse. I

am also required to report physician misconduct to the state medical board. In such a case, I am prohibited from releasing your name or any details without your permission.

If I believe that you are threatening immediate harm to yourself, my first responsibility is to insure your safety. If it is clinically appropriate, I would try to persuade you to admit yourself to a hospital where you can be protected and receive appropriate treatment. In extreme cases, I may be forced to seek hospitalization for you by other means. I may also contact a member of your family or another person who can help keep you safe.

Finally, if you make a serious threat of physical violence against another person, I am legally obligated to take appropriate action to protect that person. This can include convincing you to admit yourself to an appropriate hospital, notifying the potential victim, notifying the police and/or seeking involuntary hospital admission for you. When a client has a history of violent behavior, and I conclude that he/she is a threat to another person, I am also obligated to take one or more of these preventive actions.

The clear message of these requirements is that a psychotherapist has a legal, as well as ethical, responsibility to take action to protect endangered individuals from harm when his/her professional judgment indicates that such danger exists. If such a situation should arise, it is my policy to fully discuss these matters with a client before taking any action, unless there is a good reason not to do so.

### III. Legal Proceedings

Because of the importance of protecting the privacy of therapeutic information, the legislature has established a "privilege" for communications between a psychotherapist and his/her clients. This "privilege" entitles you to prevent me from testifying about our work together in any judicial or administrative proceeding even if a subpoena has been issued. However, there are also some situations in which a judge can at his/her discretion make an exception and issue a court order requiring my testimony.

One of the most important exceptions occurs in proceedings involving child custody or adoption. A judge can order my testimony if he/she decides that I possess important information about a client's parenting ability and that the benefits of disclosure outweigh the importance of protecting therapeutic confidentiality.

My testimony can also be required (1) when my client is involved in a lawsuit in which he/she has raised his/her mental condition as part of his/her claim or defense; (2) when the communication occurs as part of a court ordered evaluation of the client; (3) when the client brings a malpractice or disciplinary proceeding against me; or (4) when the client has died.

While there is no clear legal precedent, many experts think that information shared in group therapy sessions may not be protected in court proceedings. Although it may seem unfair, the reasoning is that one's willingness to reveal this information to other group members indicates that it is not really private. It is important to stress that, to my knowledge, and others with whom I have consulted, there has not been a case in Massachusetts where this principle has been invoked.

It is important to reemphasize that these exceptions are limited to judicial or administrative proceedings. In almost every case there will be an opportunity for you and me to discuss these issues in advance. Unless you give me your permission in writing, I will refuse to provide any information unless I am required to do so by court order. While this summary should help to identify potential future problems, the law

governing these issues is quite complex. If you are, or anticipate being, involved in litigation, we can discuss whether consultation with an attorney is desirable.

#### IV. Professional Records

I am required to keep appropriate records of my professional services. Because these records contain information which can be misinterpreted by a non-psychotherapist, it is my policy that clients may not review their clinical records. However, if you request it, I will provide you with a treatment summary unless I believe that to do so would adversely affect your psychological well being. In that case, I will be happy to provide such a summary to an appropriate person who you select. You should be aware that report writing will be treated in the same manner as any other professional service and that you will be billed accordingly.

#### V. Insurance Reimbursement

If you expect to receive reimbursement for these services from an insurance company or another third party, you should be aware that I am required to provide them with certain information, including a clinical diagnosis and, in many cases, a treatment plan/summary. Infrequently, the company may require the entire record. This information will become part of the insurance company files and 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 or who may see it. In 1986, Massachusetts passed a law prohibiting all private insurers from releasing any outpatient mental health data without a client's specific written consent. However, this law does not apply to information concerning inpatient treatment and does not apply to some health benefits plans. If you are concerned about this you may want to check with your insurance company before authorizing me to complete their claim forms. To avert the possibility of insurance records, you have the option of paying me directly rather than using your insurance benefits. You are entitled to receive a copy of any report which I submit to your insurer unless I believe that it would have an adverse effect on your psychological well-being. In that case, I will be happy to forward the report to an appropriate person who you designate.

#### VI. Minors

If you are under eighteen years of age, you should be aware that your parents have the right to receive some information concerning your treatment. My experience is that psychological services are most successful when kept confidential. Therefore, I will not release information to anyone without your written consent unless it comes within one of the exceptions contained in this document. While we are working together, I will give your parents general information on how the treatment is proceeding, but only after discussing it with you. At the conclusion of treatment, if your parents request it, I will prepare a treatment summary for them. We will review it together before they receive it. If this arrangement is unsatisfactory to you or your parents, we will meet together to discuss alternatives.

#### VII. Collection of Overdue Accounts

If for some reason, a client's account is more than two months overdue, and there has been no acceptable response to correspondence or other communication regarding the unpaid balance, I have the option of using appropriate means to secure

payment such as a collections agency. This will require that I disclose some information about my professional services. Unless questions are raised about the quality of the services I have provided, this disclosure is limited to the nature of the services provided, the dates of services, the amounts due for such services and other relevant financial data.

If you have any question about any of the information in this document, please bring it up at our next meeting.

Thank you

Steve Cadwell, Ph.D., L.I.C.S.W.

I, \_\_\_\_\_ have read the document about confidentiality and policies in therapy, have had the opportunity to discuss it, and understand its contents.

Signed \_\_\_\_\_

Date \_\_\_\_\_