

# Legal Agreement with Dr. Michael A. Westerman

It has been explained to me/us that for psychological counseling or psychotherapy to be at all helpful to individuals, couples, or families, all the participants in the counseling or psychotherapy sessions need to be free from any fear that what they or others may say in the sessions will be revealed outside the sessions, or used in any other way against them, especially in any litigation arising from marital or family disputes or divorce.

The undersigned acknowledge(s) that they have entered into psychological treatment with Michael A. Westerman, Ph.D. with the voluntary (and mutual) agreement that anything said, revealed or discovered in the sessions with Dr. Westerman, or in any other communication with Dr. Westerman, will not be disclosed outside the sessions. The undersigned further agree and represent that Dr. Westerman will not be called by the undersigned, any member of the family, or their attorneys, or any other representative, to provide records, information, or testimony about anything discussed, disclosed, or discovered in the sessions. The undersigned agree they will not authorize the release of records, notes, or information about anything discussed, disclosed or discovered in the sessions to any third party for litigation purposes. The undersigned further represent that in the event that they enter into a legal action they will not authorize the release of, or subpoena of, records, information or testimony about anything discussed, disclosed or discovered in the sessions.

The undersigned further agree(s) that if expert testimony is required, that a psychologist or expert not involved in this treatment will be used to advise the Judge. To preserve the integrity of the therapeutic process it is agreed that neither Dr. Westerman nor his records or notes shall be subject to subpoena by the undersigned or anyone acting on the behalf of the undersigned in the event that this matter proceeds to litigation. The undersigned make(s) this covenant to Dr. Westerman to induce him to serve as the therapist. The undersigned understand that a court may or may not adhere to this agreement. In the event that Dr. Westerman is compelled or ordered by a court to furnish records, information, or testimony, the undersigned agree to hold Dr. Westerman harmless for any consequences of any use of his records, information, or testimony made by the Judge, the attorneys, or any parties to the court proceeding.

The undersigned agree(s) to be responsible for any costs (including attorney fees) which Dr. Westerman might incur in order to prevent noncompliance with this agreement, or to deal with or appear before the court, which costs include his time and his attorney's time to resist a subpoena, and if unsuccessful, to comply with a subpoena. All Dr. Westerman's time related to such an event will be compensated at the rate of \$400 per hour. The party requesting, or causing the request of, such records, information, or testimony, agrees to compensate him for preparation time, travel time, waiting and testifying time, and any other time spent related to the court proceeding, at the rate of \$400 per hour. If the court itself makes the request, the party(ies) signing below agree that they shall share equally the fee therefore, unless otherwise ordered by the court.

Relevant to the new 'No Surprises' act, the undersigned understand(s) that Dr. Westerman is not a participating provider in my/our insurance network and that my/our insurance does not directly cover his charges. The undersigned also understand that it is impossible to estimate what the final cost of psychotherapy will be because the number of sessions that will be required to achieve my/our goals in psychotherapy cannot be predicted, and because Dr. Westerman and the undersigned might agree in advance on changing the frequency of sessions or how long each session will be. The undersigned acknowledge that Dr. Westerman has told me/us the fee per session that I/we will be charged unless I/we agree to change how much time we will meet for some sessions.

In signing this, the undersigned confirm reading, understanding, and agreeing to the terms above.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_