

Core Competency Unit:

Therapeutic contract: Facilitator Paul Cumins

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From : Sample Therapeutic Contract

Eric A. Harris & Bruce E. Bermet J.D Guy & J.C Norcross: Therapist Self Care Checklist

“This draft psychotherapist-patient contract has been prepared for two reasons. First, it allows one to comply with the requirement that practitioners have the informed consent of their patients (American Psychological Association, 1992, Standard 4.02). Second, it allows a therapist to establish a legally enforceable business relationship with the patient and avoids risks that such business issues will become the basis of a malpractice suit or an ethics or licensing board complaint. Most commentators suggest that full informed consent is both ethically necessary and a good risk management strategy.

This draft was designed for psychotherapy practices. It can and should be modified to include other practice areas such as psychological evaluations, testing, neuropsychological assessment, family therapy, and group psychotherapy if these are part of a practitioner's work.

There is a great variety of business practices among psychologists. You should redraft the contract to fit your business practices rather than adjusting your practices to fit the contract. Since regulations and laws governing certain institutions are somewhat different than those governing private practitioners, these forms may also need to be modified before they can be used in hospitals, clinics, or other institutional settings.

This document includes some basic, general language about the risks and benefits of psychotherapy; these should be supplemented, either in writing or orally, by the therapist on a case-by-case basis. This approach was selected because the risks and benefits of therapy can vary considerably from case to case. Therefore, it is hard to design a single draft that is appropriate for all situations. For example, it is probably important to have a much more thorough discussion of risks and benefits with those patients considered to be either most difficult or most risky. If one is a group or family therapist, additional issues may need to be included. The psychologist may orally provide whatever additional information is required and make a note in the record about what was said. Of course, this will not be as protective as a signed agreement, but in most cases it makes the most sense clinically.

Although this model contract was originally developed for Massachusetts psychologists, most of it can be used anywhere. There are two exceptions: (a) patients' access to their own records and (b) the laws and regulations governing therapeutic confidentiality and testimonial privilege, as well as exceptions to these protections of the psychotherapist-patient relationship. The model provides sufficient alternative sections to cover almost all variations regarding record access. However, there is much variation from state to state in laws governing privilege, confidentiality, and exceptions to both, so an adaptation should be made for each state in which a psychologist practices.

The reader is strongly advised to have his or her personal attorney review the informed consent document prior to implementation. The document should be in compliance with local and state statutes regulating the practice of psychology. It should also avoid language that could be interpreted as a guarantee or implied warranty regarding the services rendered.

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What follows is a specific draft text that you may adapt for your practice or agency. Sections of the draft where you should insert numbers are designated XX, and sections you may want to specially modify are bracketed [thus].

Outpatient Services Contract

Welcome to my practice. This document 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 at our next meeting. Once you sign this, it will constitute a binding agreement between us.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the patient and the particular problems which the patient brings. There are a number of different approaches which can be utilized to address the problems you hope to address. It is not like visiting a medical doctor, in that psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings such as sadness, guilt, anxiety, anger and frustration, loneliness, and helplessness. Psychotherapy often requires discussing unpleasant aspects of your life. Psychotherapy has also been shown to have benefits for people who undertake it. Therapy often leads to a significant reduction in feelings of distress, better relationships, and resolutions of specific problems. But there are no guarantees about what will happen.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work will include and an initial treatment plan to follow, if you decide to continue. You should evaluate this information along with your own assessment about whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you to secure an appropriate consultation with another mental health professional.

Meetings

My normal practice is to conduct an evaluation which will last from two to four sessions. During this time, we can both decide whether I am the best person to provide the services which you need in order to meet your treatment objectives. If psychotherapy is initiated, I will usually schedule one 50-minute session (one appointment hour of 50 minutes' duration) per week at a mutually agreed time, although sometimes sessions will be longer or more frequent. Once this appointment hour is scheduled, you will be expected to pay for it unless you provide XXX hours/days advance notice of cancellation [or unless we both agree that you were unable to attend due to circumstances which were beyond your control]. [If it is possible, I will try to find another time to reschedule the appointment.]

Professional Fees

My hourly fee is \$XXX. In addition to weekly appointments, it is my practice to charge this amount on a prorated basis for other professional services you may require such as report writing, telephone conversations which last longer than XX minutes, attendance at meetings or consultations with other professionals which you have authorized, preparation of records or treatment summaries, or the time

required to perform any other service which

you may request of me. If you become involved in litigation which requires my participation, you will be expected to pay for the professional time required even if I am compelled to testify by another party. [Because of the complexity and difficulty of legal involvement, I charge \$XXX per hour for preparation for and attendance at any legal proceeding.]

Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed to at the time these services are requested. [In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or installment payment plan.]

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. [If such legal action is necessary, the costs of bringing that proceeding will be included in the claim.] In most cases, the only information which I release about a client's treatment would should call your family physician or the emergency room at the nearest hospital and ask for the [psychologist or psychiatrist] on call. If I am unavailable for an extended time, I will provide you with the name of a trusted colleague whom you can contact if necessary.

Professional Records

Both law and the standards of my profession require that I keep appropriate treatment records. You are entitled to receive a copy of the records, but if you wish, I can prepare an appropriate summary. Because these are professional records, they can be misinterpreted and/or can be upsetting to lay readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. [I am sometimes willing to conduct such a meeting without charge.] Clients will be charged an appropriate fee for any preparation time which is required to comply with an information request.

Professional Records

[This section is for psychologists who practice in states that do not require that psychologists provide clients with access to their records.]

As I am sure you are aware, I am required to keep appropriate records of [the professional services I provide] [your treatment] [our work together]. Because these records contain information which can be misinterpreted by someone who is not a mental health professional, it is my general policy that clients may not review them. However, if you request, I will provide you with a treatment summary unless I believe that to do so would be emotionally damaging. If that is the case, I will be happy to forward the summary to another appropriate mental health professional who is working with you. [This service will be provided without any additional charge.] [You should be aware that this will be treated in the same manner as any other professional (clinical) service and you will be billed accordingly.] [There will be an additional charge for this service.]

Professional Records

[This section is for psychologists who practice in states that require psychologists to provide clients with access to their records unless to do so would cause emotional damage, upset, etc.]

Both law and the standards of my profession require that I keep appropriate treatment records. You are entitled to receive a copy of the records, unless I believe that seeing them would be emotionally damaging, in which case, I will be happy to provide them to an appropriate mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or can be upsetting, so I recommend that we review them together so that we can discuss what they contain. [I am sometimes willing to conduct such a meeting without charge.] Clients will be charged an appropriate fee for any preparation time which is required to comply with an information request.

Minors

If you are under 18 years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is my policy to request an agreement from parents that they

consent to give up access to your records. If they agree, I will provide them only with general information about our work together unless I feel that there is a high risk that you will seriously harm yourself or another, in which case I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information I will discuss the matter with you, if possible, and will do the best I can to resolve any objections you may have about what I am prepared to discuss.

Confidentiality

In general, the confidentiality of all communications between a client and a psychologist is protected by law, and I can only release information about our work to others with your written permission. However, there are a number of exceptions.

In most judicial proceedings, you have the right to prevent me from providing any information about your treatment. However, in some circumstances such as child custody proceedings and proceedings in which your emotional condition is an important element, a judge may require my testimony if he or she determines that resolution of the issues before him or her demands it.

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. For example, if I believe that a child, an elderly person, or a disabled person is being abused, I must [may be required to] file a report with the appropriate state agency.

If I believe that a client is threatening serious bodily harm to another, I am [may be] 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 himself or herself, I may be required to seek hospitalization for the client or to contact family members or others who can help provide protection.

These situations have rarely arisen in my practice. Should such a situation occur, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult about a case with other professionals. In these consultations, I make every effort to avoid revealing the identity of my client. The consultant is, of course, also legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together.

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 at our next meeting.

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 the information in this document and agree to abide by its terms during our professional relationship.

References & Readings

- American Psychological Association (1992). Ethical principles of psychologists and code of conduct. *American Psychologist*, 47, 1597-1611.
- Bennett, B. E., Bryant, B. K., VandenBos, G. R., & Greenwood, A. (1990). *Professional liability and risk management*. Washington, DC: American Psychological Association.
- Berglas, S., & Levendusky, P. G. (1985). The Therapeutic Contract Program: An individual-oriented psychological treatment community. *Psychotherapy*, 22, 36-45.
- Greene, G. L. (1989). Using the written contract for evaluating and enhancing practice effectiveness. *Journal of Independent Social Work*, 4, 135-155.
- Koocher, G. P., & Keith-Spiegel, P. C. (1998). *Ethics in psychology: Professional standards and cases* (2nd ed.). New York: Oxford University Press.
- Miller, L. J. (1990). The formal treatment contract in the inpatient management of borderline personality disorder. *Hospital and Community Psychiatry*, 41, 985-987.
- Selzer, M. A., Koenigsberg, H. W., & Kernberg, O. E. (1987). The initial contract in the treatment of borderline patients. *American Journal of Psychiatry*, 144, 927-930.

Yoemans, E. E., Selzer, M. A., & Clarkin, J. E. (1992). *Treating the borderline patient: A contract-based approach*. New York: Basic Books.