

**INFORMATION ABOUT THE SAMPLE
PSYCHOTHERAPIST-PATIENT CONTRACT**

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This draft psychotherapist-patient contract has been prepared for two reasons. First, it allows the psychologist to comply with the requirement that informed consent must be obtained from his/her patients (Ethical Principles of Psychologists and Code of Conduct, 2002, Standards 10.02, 4.02). Second, it allows the psychologist to establish a legally enforceable business relationship with the patient and avoid risks of such business issues that may become the bases for malpractice suits and ethics or licensing board complaints. Most commentators suggest that full informed consent is both ethically necessary and a good risk management strategy.

This model contract was originally developed as a model long before HIPAA was promulgated. It neither conforms to specific individual state laws nor does it conform to HIPAA requirements. APA and APAIT prepared a comprehensive HIPAA compliance package called *HIPAA for Psychologists*. It is available at either APA.org or APAIT.org. *HIPAA for Psychologists* contains a version of this Agreement that complies with both HIPAA and state law for all US jurisdictions. The major areas of difference between this document and HIPAA/State law compliant forms are in (1) patient access to personal records, and (2) the laws and regulations governing therapeutic confidentiality, testimonial privilege, and exceptions to these protections of the psychotherapist-patient relationship.

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, group psychotherapy, etc., if these are a part of a practitioner's work.

There is a great diversity of business practices among psychologists. You should redraft the contract to fit your business practices rather than adjust 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 modification before they can be used in hospitals, clinics, or other institutional settings.

This document includes some general language about the risks and benefits of psychotherapy, but it should be supplemented orally or in writing by the psychologist on a case-by-case basis. This approach was selected because the risks and benefits of therapy can vary considerably from case to case; it is hard to design a single document that is appropriate for all situations. For example, it is probably important to have a more thorough discussion of risks and benefits with patients who are dealing with difficult or risky situations or issues. If the psychologist is a group or family therapist, additional issues may need to be included. The psychologist may orally provide whatever additional information is necessary 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 both clinical and risk management sense. It is always important to remember that an informed consent contract is only the beginning of providing informed consent. Important issues contained in this contract or not contained in this contract should be discussed when it is anticipated that they are likely to occur and that the client will feel angry or betrayed when they do.

The reader is strongly advised to have his/her personal attorney review the informed consent document prior to implementation. We recommend that the document you use be in compliance with HIPAA and state and local statutes regulating the practice of psychology and should not include any language that could be interpreted as a guarantee or implied warranty regarding the services rendered.

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

YOUR LETTERHEAD

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 you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

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 first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of 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 set up a meeting with another mental health professional for a second opinion.

MEETINGS

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide XX hours [days] advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances 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, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than XX minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. [Because of the difficulty of legal involvement, I charge \$XXX per hour for preparation 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 when they are requested. [In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.]

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. [If such legal action is necessary,

its costs will be included in the claim.] In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all

insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

CONTACTING ME

I am often not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM, I probably will not answer the phone when I am with a patient. I do have call-in hours at XXXX on XXXXX. When I am unavailable, my telephone is answered by an answering service [machine, voice mail, or by my secretary] [that I monitor frequently, or who knows where to reach me]. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. [In emergencies, you can try me at my home number.] If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist [psychiatrist] on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained 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 a review meeting without charge.] Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

For psychologists who practice in states that require patient access to records, unless to do so would cause emotional damage, upset, etc.

The laws and standards of my profession require that I keep 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 send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents. [I am sometimes willing to conduct a review meeting without charge.] Patients will be charged an appropriate fee for any time spent in preparing information requests.

For psychologists who practice in states that do not require patient access to records

As I am sure you are aware, I am required to keep records of the professional services I provide [your treatment, or our work together.] Because these records contain information that can be misunderstood by someone who is not a mental health professional, it is my general policy that patients may not review them; however, I will provide at your request a treatment summary unless I believe that to do so would be emotionally damaging. If that is the case, I will be happy to send the summary to another 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.]

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree 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 there is a high risk that you will seriously harm yourself or someone else. In this 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 do my best to handle any objections you may have with what I am prepared to discuss. [At the end of your treatment, I will prepare a summary of our work together for your parents, and we will discuss it before I send it to them.]

CONFIDENTIALITY

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

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child [elderly person, or disabled person] is being abused, I must [may be required to] file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am [may be] required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't 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 that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite

complex, and I am not an attorney. [If you request, I will provide you with relevant portions or summaries of the state laws regarding 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.

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