Practice policy 3: The contract for psychotherapy

Introduction

Before embarking on psychotherapy, a clear and agreed contract between the Psychotherapist and the Client needs to be in place. A written contract is recommended rather than a verbal one, the details of which may be misunderstood or forgotten. This establishes the rights and responsibilities of both Psychotherapist and Client in their working relationship and can be referred to if there are doubts raised about the working practice of the Psychotherapist. Discussion about the contract can also be useful as an induction into the role of the Client, whilst any matters that the Client is uncomfortable or unclear about with can be addressed.

Areas to include in the contract

**The Code of Ethics and Practice and the Complaints Procedure are mentioned within the contract, along with the address from which they can be obtained. Where a Psychotherapist may be bound by other codes as well, for example when working in an agency or the NHS, it is important for Clients and Psychotherapists to be clear as to which code is being adhered to. In general, the expectation would be that the CSRP code would have preference and any complaint brought would be under the CSRP Complaints Procedure, except in circumstances where the complaint would be more appropriately brought to an agency or elsewhere.**

Qualifications and training and methods of conducting psychotherapy can be explained to Clients. The expectation of supervision/consultancy could be included here.

The therapeutic process should be explained to the Client, what may be involved in psychotherapy, both risks and benefits, and likely outcomes, so they can give informed adequate ongoing consent to their treatment in the light of the fullest available knowledge.

Arrangements for ending psychotherapy also should be clearly explained.

Fees should be agreed in advance, along with methods of payment and liabilities for cancellations in various circumstances. The financial contract should be clear and the giving of favours or substantial gifts on either side should be avoided.

The personal, legal and practical limits of confidentiality need to be discussed and clarified. In making a contract the Client should be informed of circumstances in which there could be potential breaches in confidentiality, for example where the Psychotherapist’s contract of employment may impose a duty to disclose information. (See CSRP Practice Guideline 4: Confidentiality)
Eventualities where psychotherapy might be inappropriate may need to be outlined. These might include Clients who bring pets or children to the session, or who are under the influence of drugs or alcohol. If there is a no smoking policy, for example, the Client can be informed in the contract.

Signed consent to consult other professionals can be obtained within the contract if desirable.

Psychotherapists are entitled to be treated with due consideration and respect and this expectation can be addressed within the contract.