

D A V I D M I C H A L I C E K, M. A.  
Licensed Marriage and Family Therapist

## INDIVIDUAL / COUPLES

### CONTRACT FOR PROFESSIONAL SERVICES

Thank you for considering me for your therapeutic needs. Therapy creates a relationship that is close and personal, but also must be kept in a professional context. This document contains important information about my professional services and business policies. Please read it carefully. Note any questions you have so we can discuss them. When you sign this document, it will represent a binding agreement between us.

#### PROCESS OF THERAPY

Participation in therapy can result in a number of benefits to you, including improved interpersonal relationships, an increased capacity for intimacy, improved self-confidence, and the resolution of specific concerns which led you to seek therapy. However, to achieve these results, psychotherapy requires your very active effort, involvement, honesty, and openness. Moreover, because each client's needs and preferences are different, your ongoing feedback to me about your therapy, its progress, what works, and what does not work for you is essential to ensure you get the most out of your treatment.

You should know there are risks associated with therapy. On occasion, symptoms get worse before they get better. Exploration of current challenges can lead to emotional discomfort or the re-experiencing of old hurts, losses, or sad events. In addition, making changes to your interpersonal relationships can be uncomfortable for you and may be viewed negatively by others who preferred you as you were. Decisions concerning the status of your personal relationships are deemed your responsibility.

Personal growth and change may be easy and swift at times, but it may also be slow and frustrating. It is important to recognize that long-standing patterns often do not change quickly and making changes to these patterns requires dedication and effort. Due to the varying nature and severity of problems, and the uniqueness of each client, it is impossible to predict the length of therapy or to guarantee a specific outcome or result.

#### CONFIDENTIALITY

All information disclosed within sessions and the written records pertaining to those sessions are confidential. I will not reveal your information to anyone without your written permission except where disclosure is required by law. In cases involving couples, I will seek authorization from both individuals (the Client) before releasing confidential information to a third party.

No secrets policy for couples: Clients who participate in couple therapy should be advised I consider the couple to be the Client. Unless a secret is clearly not relevant to therapy, I do not keep secrets for one party in a couple from the other party in the couple. This is intended to avoid conflicts of interest, where individual interests might be inconsistent with the interests of the couple. Clinical judgment will be applied regarding the need to disclose information, as well as the timing and manner. Non-compliance with the no secrets policy will result in termination of treatment. If an individual client feels it necessary to talk about matters he/she absolutely

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wants to be kept private and shared with no one else, the client may wish to consult with an outside therapist who can treat him or her individually. Please do not hesitate to ask me any questions regarding this policy and how it may apply.

**Professional consultations:** Professional consultations are an important component of a healthy psychotherapy practice. As such, I regularly participate in clinical, ethical, and legal consults with appropriate professionals. During these consults, I do not reveal any personally identifying information regarding my clients.

**Legal and ethical limits to confidentiality:** You should be aware the law mandates a report be made where there is a reasonable suspicion of child, elder, or dependent adult abuse or neglect. I am also required to breach confidentiality when a client presents a danger to self or to others. In addition, a court of law may order the release of clinical records.

**Using health insurance:** If you choose to seek reimbursement from your health insurance carrier, I will provide the information required for processing your claim to you. Insurance coverage is intended for healthcare related to accidents and illnesses. Therefore, most providers require disclosure of a *mental illness diagnosis* for reimbursement. If you are concerned about the confidentiality of this information, you should contact your insurance carrier.

## **PAYMENTS**

Fees are quoted on a discounted cash or check basis and established at the outset of therapy. Fees are *payable at the beginning of each session* and may be reassessed on a periodic basis. Sessions are 50-minutes in length (Individual or Couple) and any ad-hoc services (e.g., overtime sessions, e-mails, phone call consultations) will be billed on a pro-rated basis, and are payable at the next session. You can make payments by check or cash (with cash, correct change is required), or credit card (which will be billed 3% higher than the discounted cash/check quote). *It will save your valuable session time, if you make checks out in advance.*

Please inform me if any problem arises during the course of therapy affecting your ability to make timely payments. For both legal and ethical reasons, I avoid getting into a creditor-debtor relationship with my clients, and therefore I do not continue rendering services if there is a balance on a client's account. If desired, I can provide billing statements for submission to the third-party of your choice to seek reimbursement of fees already paid.

## **DRUG AND ALCOHOL POLICY**

If a client comes to therapy under the influence of drugs or alcohol, the session will be terminated and the client will be charged the full fee.

## **EMERGENCY & TELEPHONE PROCEDURES**

Please feel free to leave a message at any time on my voicemail (408) 628-9179. Your call will be returned by no later than the end of the next business day. As circumstances require (e.g. upcoming stressful events), special arrangements can be made as needed for check-ins or increased availability. I will arrange for coverage by a qualified therapist if I am out of town or

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otherwise unavailable for an extended period of time. For ethical and legal reasons, and to protect my client's confidentiality, I do not respond to e-mails of a clinical nature.

As a solo practitioner, I am unable to provide 24-hour crisis service. In the event you are in crisis and require immediate attention, go to your nearest emergency room, call 911 (Police/Ambulance) or 1-855-278-4204 (Santa Clara County Hotline). After contacting emergency services, leave me a detailed message on my voicemail indicating the nature of the emergency, and where and when I can best contact you. I will return your call as soon as possible.

## **TERMINATION**

In initial meetings, we will assess whether my services can be of benefit to you. I do not accept clients I do not believe I can help. In addition, if at any point during psychotherapy, if you or I assess that the treatment is not effective in helping you reach your therapeutic goals or your needs are outside of my scope of competence, we will discuss it and if appropriate, end treatment. I will provide you with referrals to other professionals to contact.

It is always okay to end therapy. Preferably, I would like some notice so we can end gracefully and reflect back on the work completed, but it is always your choice. I also realize that because of the personal nature of therapy, I may not be a fit for you. If at any time you find you are not comfortable working with me, please let me know. I am happy to provide you with referrals to other professionals to contact.

If you want to decrease the frequency of sessions, take a break, or end therapy, advance notice is always appreciated. I also reserve the right to terminate therapy at my discretion (e.g.: conflicts of interest, untimely payment of fees).

## **LITIGATION LIMITATION**

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to matters of a confidential nature, you should be assured of your privacy. Unless otherwise agreed to in advance, this indicates that should there be legal proceedings, neither you nor your representative will call on me to provide testimony or records. In the case I am legally compelled to provide records or testimony, I will provide services on a pro-rated triple full-fee basis.

## **APPOINTMENTS AND CANCELLATIONS**

Since the scheduling of an appointment reserves that time specifically for you, **a minimum of 24 hours notice is required for the rescheduling or cancellation of an appointment**. You agree to pay the full fee for any sessions missed without such notification. Insurance will not pay for missed appointments. **Cancellations must be made by phone/voicemail** (Sorry, no short-notice cancellations via e-mail as these are often not timely).

I strive to see all of my clients in a timely manner. However, because my calendar is often full, if we are unable to set and keep a regular schedule, I cannot guarantee that I will be always be able to fit you in to my schedule.

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**My signature below indicates I have read and understand the information in this document and agree to abide by its terms.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_