

WINDOWS of OPPORTUNITY COUNSELING SERVICES
(Owned by E. Schmechtig- Cochran, MFT)
Psychotherapy Contract for Mihaela Benson, MFT (Independent Contractor)

OUTPATIENT SERVICES

This document contains important information about professional services and business policies. Please read it carefully and jot down any questions that you may have so that you can discuss them at the next meeting. Once you sign this, it will constitute a binding agreement between you and your therapist.

MARRIAGE, FAMILY, AND INDIVIDUAL COUNSELING AND PSYCHOTHERAPY

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the client and the particular problems that the client brings. There are a number of different approaches that can be utilized to address the problems you hope to address. We use general systems theory and attachment based interventions as well as cognitive, behavioral, and supportive techniques. Please remember, psychotherapy is not like visiting a medical doctor in that it requires a very active effort on your part. In order to be most successful, you will have to work both during your sessions and at home. With couples or family therapy, the unit of treatment is the couple or the family and not the individual. Because of this, we maintain a “**no secrets policy.**”

MEETINGS/ TERMINATION

It is normal practice to conduct an evaluation, which will last from 1 to 3 sessions. After that, one 45-60 minute session per week at a mutually agreed time will be scheduled, although sometimes sessions will be longer or more frequent. IF YOU ARE LATE FOR A SESSION, YOU DO NOT GET ANY MAKE UP TIME; AND, ONCE THIS APPOINTMENT HOUR IS SCHEDULED, YOU WILL BE EXPECTED TO PAY FOR IT UNLESS YOU PROVIDE 24 HOURS ADVANCE NOTICE OF YOUR CANCELLATION OR UNLESS YOU AND MIHAELA AGREE THAT YOU WERE UNABLE TO ATTEND DUE TO CIRCUMSTANCES WHICH WERE BEYOND YOUR CONTROL.

Treatment is terminated when you and Mihaela agree that your presenting problem and any related issues have been resolved. However, if it is determined, that treatment is ineffective; Mihaela may elect to terminate therapy prematurely. Naturally, if this happens you will be given several referrals to competent therapists so that you may continue your treatment. Also, remember that at any time during your therapy, you have the right and may elect to discontinue. If you terminate prematurely and against medical advice, it is policy to contact you by either letter or telephone and advise you to continue. Referrals may also be given.

PROFESSIONAL FEES/ BILLING AND PAYMENTS/ WE ACCEPT CASH OR CHECK

The fee is **\$170.00** for the first session, which is an intake session (75 minutes), **\$130.00** for individual sessions (about 45 minutes), **\$145.00** for family or couples (about 60 minutes.) and **\$215.00** for extended sessions (80-90 minutes). **THE FEE FOR A NON-EMERGENCY LATE CANCELLATION OR A NO SHOW TO AN APPOINTMENT IS THE NORMAL COST OF YOUR SESSION.** You will be expected to pay for each session at the time it is held. In circumstances of unusual financial hardship, fee negotiation may be possible. If you have a health benefits policy, it may provide some coverage for mental health treatment. Please note, our office does not bill insurances. However, we can provide a statement that can be submitted by you, the patient, for reimbursement.

CONTACTING YOUR THERAPIST

Mihaela is not often immediately available by telephone. Our telephone is answered by an automatic answering machine, which is monitored frequently. Every effort to return your phone call within 24 hours, with the exception of weekends and holidays, will be made. If you are difficult to reach, please leave some times when you will be available. If you cannot reach Evelyn and you feel that you cannot wait for your call to be returned, you should call your family physician or the emergency room at the nearest hospital and ask for the mental health professional on call. If Mihaela is unavailable for an extended time, you will be provided with the name of a trusted colleague to contact if needed.

***Sign and date to acknowledge reading and agreeing to page one:**

1) _____

2) _____

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION

Confidentiality

In general, the confidentiality of all communications between a client and psychotherapist is protected by law, and we 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 your therapist 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 testimony if he/she determines that resolution of the issues before him/her demands it. There are some situations in which counselors are legally required to take action to protect others from harm even though that requires revealing some information about a client's treatment. If it is believed that a child, an elderly person or a disabled person is being abused, a report must be filed with the appropriate state agency. If it is believed that a client is threatening serious bodily harm to another, protective actions must be taken which may include notifying the potential victim, notifying the police or seeking appropriate hospitalization. If a client threatens to harm himself/herself, hospitalization for the client or contact of family members may be necessary. A therapist is also allowed to use or disclose your personal mental health information without authorization from you for the purposes of diagnosis, treatment and treatment planning, payment, coordination of care and healthcare operations such as billing and HMO, Board of Behavioral Sciences and U.S. Department of Human Services auditing procedures. For example, a therapist may need to consult with your PCP, psychiatrist or another licensed professional to discern your diagnosis. Also, at times, insurance plans require copies of records to determine whether or not payment is warranted under your particular policy or plan. Occasionally, health plans such as HMOs audit practices to review performance and make sure its practitioners are meeting the legal standard of care. If national security requires, a clinician may be required to disclose a client's protected health information. Minors, please be aware that in California your parents may have the right to examine your records. However, it is policy to request an agreement from your parents that they consent to give up this access. If they agree, they will be provided only with general information on how your treatment is proceeding unless there is a high risk that you will seriously harm yourself or another, in which case they will be notified of the concern. In this office, because we respect and value your privacy and even if it is not required by law, authorization or consent will almost always be sought out first before releasing any information about you to another. Naturally, emergencies are an exception to this courtesy. In general, consultation regarding cases is a regular part of this practice; and the consultant is, under California law, also legally bound to keep the information confidential. For your protection, when consultation does take place, no identifiable data will be disclosed. Finally, please note: No authorization is needed for a therapist to contact you regarding appointments, treatment alternatives or other health related services which may be of interest to you. This may include voice mail, letters, or e-mail.

Your Rights

You have the right to request restriction on certain uses and disclosures of your protected health information, such as those necessary to carry out treatment, payment, or health care operations. You may also ask for an accounting of any disclosure made about you to another health care provider. A therapist is not required to agree to your restrictions or request for an accounting but if they do agree, they must keep a written copy of their agreement in your records. You also have the right to receive confidential communications of protected health information from your therapist by alternative means and at alternative locations. You may, with certain limitations, inspect, review, copy or amend your mental health records. These records include medication monitoring dates of service, times and length of your sessions, type and frequency of treatment, and test results. Records also include a summary of your diagnosis, functional status, treatment plan, prognosis and progress to date. There is a 6 year limitation on this right and it is not absolute. A therapist can deny your request for access of your records with good cause and proper procedure. For details on proper procedure, please consult your therapist. If you would like, you may receive a copy of this Privacy Notification and you may also make complaints about any violations of it to your therapist or to the Secretary of the U.S. Department of Health and Human Services. All requests for access to records and complaints must be done in writing. You will not be retaliated against for such requests and complaints.

Your Psychotherapist's Duties

A psychotherapist has the duty to abide by the law and maintain the privacy and confidentiality of all clients' protected and personal health records adopt and enforce clear office privacy procedures and to abide by this notice currently in affect. In general, the clinician must follow whatever law respects and protects a client's privacy more. If the State law is more restrictive, it will be asserted over the Federal law and vice versa. It is also the psychotherapist's duty to assist a client in making any complaint against the office regarding privacy violations and to explain proper protocol concerning inspection of records. There shall be no retaliation against you for making a complaint. A therapist can change and update this notice as well as the office policy and procedure at any time.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. It also acknowledges that you have been given or read the Privacy Policy for this office. Our Privacy Policy contains information about confidentiality. **Sign and Date below to acknowledging understanding and agreement:**

1) _____ 2) _____