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Psychotherapy Services Agreement with
Steven M. Schoser, MA, LPCC, NCC, CCMHC
Notice of Policies and Practices to Protect the Privacy of Your Health Information

New Client Welcome

Hello and welcome. This policy is an opportunity to acquaint you with information relevant to treatment, confidentiality, services and business policies. It also contains information about my policies and practices to protect the privacy of your health information. Please read it carefully and discuss any questions you may have with me. When you sign this document, you will be stating that I provided you with this information and it will represent an agreement between us.

Background of Clinician

I am a Licensed Professional Clinical Counselor, licensed by the California Board of Behavioral Sciences, California LPC #285. Additionally, I am a Nationally Certified Counselor and a Certified Clinical Mental Health Counselor NCC #323929. I have a Master of Arts degree in Community Counseling, a Bachelor's of Science in Human Services, and an Associates' of General Studies with an emphasis in Human Services. I have experience in working with adults, adolescents, families, groups, and individuals.

What Therapy Is Like With Me

I am an interactive, eclectic therapist. I do not believe there is one single type of therapy that works for everyone. Instead, I take the time to get to know and understand you so that I can determine what therapeutic techniques will benefit you the most. My therapeutic approach is to provide support and practical feedback to help you effectively address personal life challenges. I integrate complementary methodologies and techniques to offer a highly-personalized approach tailored to your specific needs. Finally, with compassion and understanding I will strive to help you build on your strengths and attain the personal growth you are committed to accomplishing.

Treatment Termination

1. If at any time during the course of your treatment I determine I cannot continue, I will terminate treatment and explain why this is necessary. Ideally, counseling ends when we agree your treatment goals have been achieved. Additional conditions of termination include:
 - a. You have the right to stop treatment at any time. If you make this choice, referrals to other professionals can be provided and you will be asked to attend a final 'termination' session.
 - b. Professional ethics mandate that treatment continues only if it is reasonably clear you are receiving benefit. If you are meeting with other counselors or therapists, you must first terminate treatment with them before I can begin providing services. If you remain in counseling or therapy with someone else and this becomes apparent after we begin, I am ethically required to terminate your treatment.
 - c. Other legal or ethical circumstances may arise and compel me to terminate treatment. In these cases, appropriate referral(s) will be offered. Also, I do not diagnose, treat, or advise on problems outside the recognized boundaries of my competencies.

- d. Other situations that warrant termination include: regularly becoming enraged or threatening during sessions; bringing a weapon onto the premises; persistent drug abuse; arriving under the influence of drugs or alcohol; disclosing illegal intentions or actions.

Risks and Benefits of Psychotherapy

Most people consider psychotherapy because they are experiencing psychological problems that cause internal distress and/or problems in relationships. The goal of psychotherapy is reduction of such problems. However, some individuals experience an exacerbation of problems or different problems in the course of psychotherapy.

These problems can include a myriad of thoughts and feelings, such as flooding of emotions, intrusive thoughts, anxiety, flashbacks, nightmares, panic attacks, depression, numbing, and feelings of disorganization. Another risk is that these thoughts and feelings can become intrusive and affect your relationships, sleep, and work or school performance. If at any time you are experiencing any of the above please let me know as soon as possible so that we may address them and begin to develop an action plan on how to work through those difficulties.

It is important to note that most, not all, psychotherapy client's benefit from having, or developing a support system that you find meaning in and a connection to. A support system can be family, friends, and/or support groups. Again it is not necessary, but your support system can be there during those times that your therapist cannot. A stable support system is particularly helpful when dealing with difficult material and feelings.

In most cases, therapy eventually improves the individual's relationships and overall sense of well-being. In rare cases, people obtain little or no benefit from therapy or become worse. It is not always possible to predict the outcome for any individual. Given this knowledge, the decisions to participate in therapy and to terminate therapy are personal ones. These decisions may be evaluated with one's therapist.

Medical Concerns

I am not a medical doctor and therefore I cannot recognize or diagnose medical conditions. If you are experiencing any ongoing medical conditions you should work with your medical doctor to address them. However, I am more than happy to consult with your doctor's if you find that it may be beneficial.

Since I am not a medical doctor I cannot prescribe medications. In cases where medications would be helpful I will refer you for a psychiatric consultation.

Medical, Psychiatric and Psychological Evaluations

1. If medical, psychiatric and/or psychological evaluation seems warranted, we will discuss the nature of these evaluations and appropriate referrals will be provided. If the need for evaluation(s) by other professionals is established and you do not follow these recommendations, your counseling may necessarily be suspended or terminated.
2. Certain medications that ease emotional suffering may be prescribed by a qualified professional before and/or during the course of treatment. If you are already taking prescribed medications when counseling begins or you begin medication during the course of this counseling, your medication compliance will be a condition of treatment. Additionally, you are obliged to disclose any medical/psychiatric treatment that you may participate in including but not limited to any medications that you may take. Conversely you are obliged to disclose any discontinuation of medical/psychiatric treatment. You must at all times follow the instruction of your primary physician and psychiatrist with regard to medications and medical treatment.

Fees and Payment

As a psychotherapist, I charge a rate of \$120.00 for a 50-minute therapy session. However, there may be times when I offer a sliding scale fee to those individuals who cannot afford the \$120.00 fee. If you are referred to me by your EAP you owe nothing. If you are using insurance please notify me at the on-set of services, you are responsible for any co-pays. If you feel you qualify for the sliding scale fee, please let me know during our initial consultation. I do not charge for phone calls, filling out simple forms, or faxing of information. If you request me to submit a letter for you, for any reason, there will be a flat fee of \$10.00. Additionally, if you request me to submit a report for you the fee ranges from \$15.00 to \$45.00 depending on the complexity of the report. All fees are payable at the end of every session or immediately upon submission of the letter or report. Payment can be by cash or check.

Appointments and Cancellation Policy

Appointments are scheduled for 50 minutes. If you ever need to cancel a scheduled therapy session, please do so at least 24 hours in advance. If you do not cancel a scheduled appointment with at least 24 hours' notice, or if you do not attend a scheduled session, you will be expected to pay the full fee for that session, unless we both agree that you were unable to attend due to circumstances beyond your control.

Regarding late arrival, if I am running behind schedule and the appointment starts late, the session will end after the 50 minutes that was scheduled. However, if you are running behind schedule and are late to an appointment, the session will end at the normal time. It is important to note that if you are going to be more than 30 minutes late it may be in your best interest to reschedule your session. However, if you chose to proceed with the session you will be charged for a full 50 minute session.

Confidentiality and Privilege

Anything we discuss as part of your counseling sessions is confidential. This means that what we discuss during our sessions is between you and I and that I will share this information with no one. It is also important to note that this includes acknowledging you in public. This is purely to allow you to maintain your privacy, as you may not want others you are with to know that you are seeing a therapist. There are some important exceptions to confidentiality:

- 1) If you become a danger to yourself. I have an obligation to ensure your safety and well-being. This may require me to breach confidentiality to ensure that you are safe. As a therapist I have a responsibility to take reasonable steps to prevent a threatened suicide.
- 2) If you become a danger to others. If during a therapy session you make a statement that you are going to harm or kill someone who is reasonably identifiable then I have a responsibility to protect the reasonably identifiable individual from a threatening or dangerous client.
- 3) If at any point during therapy it becomes clear that you become unable to care for yourself. I must involve individuals or agencies who can intervene and ensure that you are cared for.
- 4) Any suspected abuse of a child, elderly individual or a person with a disability will be reported to the appropriate reporting agency.
- 5) In working with your insurance agency for purposes of billing, filing claims, audits, case reviews for filing an appeal.
- 6) Otherwise required by law.
 - Court order
 - Investigation by a board, commission, or administrative agency

- Subpoena from a court
 - Lawful request from an arbitrator or arbitration panel
 - Search warrant
 - Coroner's investigation, when the person whose death is being investigated is the client
 - Request for records from a client or client's representative
- 7) If you and I agree that it is necessary for me to speak to another professional, a family member, or other individual I will. This can be done only after you sign a release of information allowing me to discuss confidential information.

Privilege

Communications between a client and a therapist are privileged communications under the law. This essentially means that the state considers the privacy of these conversations to be of the utmost importance, so much so that the content of therapy cannot even be used in most court proceedings unless the client, or a judge, allows it.

Right of Refusal

You, as a client, have complete freedom of choice when it comes to your therapy. You are under no obligation to start (or, once started, to continue) treatment with me as your therapist. You can discontinue treatment at any time and for any reason.

Contacting Me

I am often not immediately available by phone and calls may go to my voicemail when I am unavailable. I check my voicemail regularly during weekdays and weekends. I will make every effort to return your call as soon as possible (usually within a few hours and almost always within 24 hours). If you are difficult to reach, please leave times you will be available and the best phone number to reach you. If you want me to use discretion when calling you or leaving a message for you, please let me know in advance. If I become unavailable for an extended time, I will provide you with the name of a colleague to contact if necessary.

Please feel free to contact me at any time, please indicate if it is an emergency or a non-emergency. I will do my best to get back to in you in timely manner. Please note that you will not be charged for quick phone calls. However, if the communication is equal to or greater than one of our regular scheduled sessions you will be charged for a regular session.

It is important to note that I do not use Email as a means of therapy or consultation. I use email only for initial appointment requests and for brief and occasional communication about appointment changes. Additionally, there are times when you may wish to text me, please keep in mind that this is not a secure form of communication and that, in many cases, confidentiality may not be possible. Do not use email to contact me for urgent situations.

If you choose texting as a form of communication, please discuss with me so that we can take all necessary measures to help maintain as much confidentiality as possible. If there is an urgent matter, never use email to contact me, because there is the possibility that I may not get the message, or there is a chance that I may not get it until a day or two later. Please either call or text me and I will get back with you as soon as possible.

If you are in an emergency situation and unable to get ahold of me please call emergency psychiatric services in San Jose at Phone: (408) 885-6100, your primary care physician, or go to your local emergency room. If you call my office number at 303-898-5552 and leave me a voicemail I will get back to you as soon as I possibly can but I may not be able to respond immediately in all cases. In some circumstances, I might get back to you the next working business day. If there is an emergency call 911 immediately or go directly to the nearest hospital emergency room and tell them what is happening.

Limits of Communication

1. Every effort will be made to assist you especially during a crisis. However, there may be times when mutual contact will not be possible. Therefore, you must agree to first call 911 or go to the nearest hospital Emergency Room for assistance any time you suspect you are in a crisis.
3. Correspondence sent to my address is retrieved at random and several days may pass before mail is retrieved. My office hours vary daily and typically no one is available to sign for deliveries.
6. E-mails, faxing, and texting are not confidential methods of communication and are not used without your signed consent.
7. I maintain very firm personal boundaries. I reserve the right to terminate treatment if for any reason a client obtains my home telephone phone number or my residential address.

Record Keeping

The laws and standards for professional counselors require that I keep treatment records. A clinical chart is maintained that includes information about your counseling treatment and progress, the dates of sessions, fees, and notes that briefly describe each therapy session. Documents, such as forms, notes, appointments, contact information, etc., may be kept in electronic form, and any electronic device that contains client information is password protected. Any information I keep online is both password protected and compliant with state and federal laws, including the Health Information Privacy and Protection Act (HIPPA). All hard copy files that include active records are kept locked and onsite. I reserve the right to charge you for the costs of copying and sending your records if you request them. Your records will not be released without your written consent unless required by laws as outlined in the Confidentiality section above.

Please see last page for authorization to commence counseling and authorization signatures

Authorization to Commence Counseling

- Your signature below will verify that you have read (or that I have read to you) the information in this authorization and that you asked questions about anything you have not understood up to this point. By signing you freely acknowledge your willingness to undergo counseling as I deem appropriate and in accordance with this 'Informed Consent.'
- You also agree to enter into a professional business arrangement according to all business practices outlined in this agreement. You accept total financial responsibility for payment of all fees and services as described regardless of insurance coverage or any other 'third-party' payers.
- You will also be releasing me of any liability that directly or indirectly results from disclosure or exchange of any information covered in this agreement. At your request a copy of this and any other document in your record that bears your signature will be provided.

Name of client (please print): _____

Name of client (please print): _____

Signature of Client Date

Signature of Client Date

Signature of Parent/Guardian (if applicable) Date

Signature of Parent/Guardian (if applicable) Date

Witness Date