

Ben L. Ashcraft, MS, LMFT
Licensed Marriage & Family Therapist
Utah License #352003-3902
321 N. Mall Drive A-202
St. George, UT 84790
(435) 862-8124
ben.ashcraft77@gmail.com

Office Policies and Informed Consent

Agreement to Psychotherapy Services

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property or is gravely disabled or when client's family members communicate to Ben Ashcraft, MS, LMFT, that the client presents a danger to others.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Ben Ashcraft, MS, LMFT. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Ben Ashcraft, MS, LMFT will use his clinical judgment when revealing such information. Ben Ashcraft, MS, LMFT will not release records to any outside party unless s/he is authorized to do so by all adult family members who were part of the treatment.

Emergencies: If there is an emergency during our work together, or in the future after termination where Ben Ashcraft, MS, LMFT becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he can, within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose he may also contact the person whose name you have provided on the biographical sheet.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Ben Ashcraft, MS, LMFT, only the minimum necessary information will be communicated to the carrier. Ben Ashcraft, MS, LMFT has no control or knowledge over what insurance companies do with the information submitted or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies. computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies. computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break ins and unauthorized access. Medical data has also been reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on Ben Ashcraft, MS, LMFT to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Consultation: Ben Ashcraft, MS, LMFT consults regularly with other professionals regarding his clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell Phones, Computers and Faxes: It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communication. E-mails in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Additionally, the emails sent by Ben Ashcraft, MS, LMFT are not encrypted. Faxes can easily be sent erroneously to the wrong address. Ben Ashcraft, MS, LMFT only uses computers that are equipped with a firewall, a virus protection and a password and he also backs up all confidential information from his computers on a regular basis. The files are backed up off-site and encrypted for maximum privacy. Please notify Ben Ashcraft, MS, LMFT if you decide to avoid or limit, in any way, the use of any or all communication devices, such as e-mail, cell phone or fax. Please do not use e-mail or faxes for emergencies.

Records and Your Right to Review Them: Both the law and the standards of my profession require that I keep appropriate treatment records. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Ben Ashcraft, MS, LMFT assesses that releasing such information might be harmful in any way. In such a case Ben Ashcraft, MS, LMFT will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, Ben Ashcraft, MS, LMFT will release information to any agency/person you specify unless Ben Ashcraft, MS, LMFT assesses that releasing such information might be harmful in any way.

Telephone & Emergency Procedures: If you need to contact Ben Ashcraft, MS, LMFT between sessions, please leave a message with the office staff or on the office line confidential voice mail and your call will be returned as soon as possible. Ben Ashcraft, MS, LMFT checks his messages a few times during the daytime only, unless he is out of town. If an emergency situation arises, indicate it clearly in your message, and if you need to talk to someone right away, call the Police: 911. Please do not use e-mail or faxes for emergencies. Ben Ashcraft, MS, LMFT does not always check his e-mail or faxes daily.

Payments & Insurance Reimbursement: Clients are expected to pay the standard fee \$95.00 per 45 -50 minute session at the beginning of each session, unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Ben Ashcraft, MS, LMFT if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the client and not to the insurance company. Unless agreed upon differently, Ben Ashcraft, MS, LMFT will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems dealt with in psychotherapy are reimbursed by insurance

companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Ben Ashcraft, MS, LMFT can use legal or other means (courts, collection agencies, etc.) to obtain payment.

Mediation & Arbitration: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Ben Ashcraft, MS, LMFT and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration in Washington County, UT in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Ben Ashcraft, MS, LMFT can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration the arbitrator will determine that sum.

The Process of Therapy/Evaluation and Scope of Practice: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty and openness in order to change your thoughts, feelings and/or behavior. Ben Ashcraft, MS, LMFT will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. Ben Ashcraft, MS, LMFT may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about or handling situations. This can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes, another family member views a decision that is positive for one family member quite negatively. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy Ben Ashcraft, MS, LMFT is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Ben Ashcraft, MS, LMFT provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment Ben Ashcraft, MS, LMFT will discuss with you (client) his working understanding of the problem, treatment plan, therapeutic objectives and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Ben Ashcraft, MS, LMFT's expertise in employing them or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Ben Ashcraft, MS, LMFT does not provide, he has an ethical obligation to assist you in obtaining those treatments.

Termination: As set forth above, after the first couple of meetings Ben Ashcraft, MS, LMFT will assess if he can be of benefit to you. Ben Ashcraft, MS, LMFT does not accept clients who, in his opinion, he cannot help. In such a case he will give you a number of referrals, who you can contact. If at any point during psychotherapy, Ben Ashcraft, MS, LMFT assesses that he is not effective in helping you reach the therapeutic goals, he is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Ben Ashcraft, MS, LMFT will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Ben Ashcraft, MS, LMFT will assist you in finding someone qualified, and if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Ben Ashcraft, MS, LMFT will offer to provide you with names of other qualified professionals whose services you might prefer.

Dual Relationships: Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Ben Ashcraft, MS, LMFT's objectivity, clinical judgment or therapeutic effectiveness or can be exploitive in nature. Ben Ashcraft, MS, LMFT will carefully assess before entering into non-sexual and non-exploitative dual relationships with clients. St. George is a small area and many clients know each other and Ben Ashcraft, MS, LMFT from the community. Consequently you may bump into someone you know in the waiting room or into Ben Ashcraft, MS, LMFT out in the community. Ben Ashcraft, MS, LMFT will never acknowledge working with anyone without his written permission. Many clients choose Ben Ashcraft, MS, LMFT as their therapist because they knew him before they entered into therapy and/or were aware of his stance on the relevant issues. Nevertheless, Ben Ashcraft, MS, LMFT will discuss with you, his client/s, the often-existing complexities, potential benefits and difficulties that may be involved in such relationships. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it, and often it is impossible to know that ahead of time. It is your, the client's, responsibility to communicate to Ben Ashcraft, MS, LMFT if the dual relationship become uncomfortable for you in any way. Ben Ashcraft, MS, LMFT will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if s/he finds it interfering with the effectiveness of the therapy or the welfare of the client, and of course you can do the same at any time.

Cancellation: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Insurance companies do not reimburse for missed sessions.

I have read the above Agreement, Informed Consent, Office Policies and General Information carefully.

I understand them and agree to comply with them:

_____	_____	_____
Client name (print)	Date	Signature
<u>Ben L. Ashcraft, MS, LMFT</u>	_____	_____
Therapist	Date	Signature