

Office Policies and Informed Consent

Agreement to Counseling Services

CONFIDENTIALITY

Confidentiality: All information disclosed within therapy sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your 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 L. 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 L. Ashcraft, MS, LMFT.

Couples and Family Therapy: 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 L. Ashcraft, MS, LMFT will use his clinical judgment when revealing such information and only do so based upon his clinical judgment as to what is best for the couple or family.

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 L. 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.

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 L. 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 L. 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 and for attorneys fees. In the case of arbitration the arbitrator will determine that sum.

Emergencies: If there is an emergency during our work together, or in the future after termination where Ben L. 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 L. Ashcraft, MS, LMFT, only the minimum necessary information will be communicated to the carrier. A diagnostic code for billing purposes as to

primary presenting symptom will need to be submitted. Ben L. Ashcraft, MS, LMFT has no control or knowledge over what insurance companies do with the information submitted or who has access to this information.

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 L. Ashcraft, MS, LMFT are not encrypted. Faxes can easily be sent erroneously to the wrong address. Ben L. 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. Please notify Ben L. 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.

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 L. Ashcraft, MS, LMFT assesses that releasing such information might be harmful in any way. Should you request notes, Ben L. Ashcraft, MS LMFT will be given 30 days to release such material. In such a case Ben L. 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 L. Ashcraft, MS, LMFT will release information to any agency/person you specify unless Ben L. Ashcraft, MS, LMFT assesses that releasing such information might be harmful in any way.

Telephone & Emergency Procedures: If you need to contact Ben L. Ashcraft, MS, LMFT between sessions, please leave a message on his confidential voice mail and your call will be returned as soon as possible. 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.

Payments & Insurance Reimbursement: Clients are expected to pay the standard fee \$130.00 by cash or check or \$134 if paying by credit card per 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 L. 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- 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 L. Ashcraft, MS, LMFT can use legal or other means (courts, collection agencies, etc.) to obtain payment.

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 L. 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.

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 L. 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 L. 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 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 L. 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 L. 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 L. 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 L. 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 L. 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 L. 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 L. 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 L. Ashcraft, MS, LMFT will assess if he can be of benefit to you. Ben L. 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 L. 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 L. 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 L. 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 L. Ashcraft, MS, LMFT will offer to provide you with names of other qualified professionals whose services you might prefer.

Dual Relationships: St. George is a small area and many clients know each other and Ben L. Ashcraft, MS, LMFT from the community. Consequently you may bump into someone you know in the waiting room or into Ben L. Ashcraft, MS, LMFT out in the community. Ben L. Ashcraft, MS, LMFT will never acknowledge working with anyone without his written permission. Many clients choose Ben L. 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 L. 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 L. Ashcraft, MS, LMFT if the dual relationship become uncomfortable for you in any way. Ben L. 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.

By signing below you agree you understand to comply with them:

Client Name (print)

Date

Signature

Ben L. Ashcraft, MS, LMFT
Therapist

Date

Signature

Client Information

Please fill out the information below. (If completing it as a couple, you can choose to complete just one form together or do them individually) The information will help me understand better who you are and what you are seeking from counseling. If you have any questions, please feel free to ask.

SECTION I: IDENTIFYING INFORMATION

Today's Date: _____

First Name

Last Name

Address

City

State

Zip Code

Cell Phone Number (or best contact number)

Email Address

Is it OK to contact you by email? __ Yes, __ No Is it OK to leave a phone message? __ Yes, __ No

Date of birth ____/____/____ Male ____ Female ____

__ Single, __ Married, __ Co-habiting, __ Separated, __ Divorced, __ Widowed

Employed ____ Full-time Student ____ Part-time Student ____ Other ____

Occupation _____ Office Phone _____

Family Doctor Name/Phone _____

Name of Spouse/Partner _____ Age ____ Date of Birth _____

Children: Name: _____ Age: ____ Lives with you? __ Yes, __ No
 Name: _____ Age: ____ Lives with you? __ Yes, __ No
 Name: _____ Age: ____ Lives with you? __ Yes, __ No
 Name: _____ Age: ____ Lives with you? __ Yes, __ No

In case of an emergency: Emergency contact person _____

Phone _____ Relationship to you _____

Referred to Ben L. Ashcraft by: _____

Health Insurance Information (If Applicable – Therapist only accepts limited insurance options)

Subscriber Full Name:

Address & Contact Info (If not already listed) Policy

Holder's Employer:

Policy Holder's DOB: _____,

Name of Insurance & Identification Number:

Group Number:

Customer Service Phone Number (on back of card):

Section II: PREVIOUS COUNSELING AND MEDICAL HISTORY

Have you ever had treatment by a psychiatrist, psychologist, or counselor in the past? ____ Yes, ____ No
If yes, please describe the reasons for treatment.

Please list any medications that you are currently taking (including daily dosage).

What substances do you regularly use? __Alcohol, __Tobacco, __Marijuana, __Meth, __Cocaine

SECTION III: DESCRIPTION OF PRESENTING PROBLEM

Please describe your primary reasons for seeking counseling/therapy.

Have there been any events that are associated with this problem (traumatic event, relationship ending, etc.):

What are 3 Goals you would like to accomplish as a result of attending therapy?

1. _____
2. _____
3. _____

Your current commitment level to therapy? (1 low-10 high) ____ To making personal changes? ____

In the past, what has been helpful to you in dealing with this problem?

Are you currently suffering from any of the following? Please check **all** that apply:

<input type="checkbox"/> overeating	<input type="checkbox"/> restless	<input type="checkbox"/> rapid heart rate	<input type="checkbox"/> compulsive behaviors
<input type="checkbox"/> taking drugs	<input type="checkbox"/> depressed mood	<input type="checkbox"/> sweating	<input type="checkbox"/> fears/phobias
<input type="checkbox"/> crying	<input type="checkbox"/> trembling/shaking	<input type="checkbox"/> anxiety	<input type="checkbox"/> recent weight loss
<input type="checkbox"/> shortness of breath	<input type="checkbox"/> excessive drinking	<input type="checkbox"/> low motivation	<input type="checkbox"/> recent weight gain
<input type="checkbox"/> muscle tension	<input type="checkbox"/> distrust	<input type="checkbox"/> social withdrawal	<input type="checkbox"/> difficulty concentrating
<input type="checkbox"/> aggressive behavior	<input type="checkbox"/> outbursts of temper	<input type="checkbox"/> nervous	<input type="checkbox"/> sexual dysfunction
<input type="checkbox"/> nightmares	<input type="checkbox"/> dizzy or lightheaded	<input type="checkbox"/> chest pain	<input type="checkbox"/> feelings of worthlessness
<input type="checkbox"/> stomach problems	<input type="checkbox"/> easily distracted	<input type="checkbox"/> fatigue/loss of energy	<input type="checkbox"/> can't fall asleep
<input type="checkbox"/> sleeping too much	<input type="checkbox"/> obsessions	<input type="checkbox"/> compulsive behavior	<input type="checkbox"/> decreased need for sleep
<input type="checkbox"/> poor self-esteem	<input type="checkbox"/> family problems	<input type="checkbox"/> financial problems	<input type="checkbox"/> abusive home situation
<input type="checkbox"/> problems with school	<input type="checkbox"/> housing problems	<input type="checkbox"/> marital problems	<input type="checkbox"/> pain
<input type="checkbox"/> death of a loved one	<input type="checkbox"/> childhood trauma	<input type="checkbox"/> problems at work	<input type="checkbox"/> other traumatic events

other(s): _____