

Rosemary Smith, LMSW  
Idaho License: LMSW-31087

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## **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 Rosemary Smith, LMSW, that the client present a danger to others.

**When Disclosure May Be Required:** Disclosure may be required pursuant to 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 Rosemary Smith, LMSW. 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. Rosemary Smith, LMSW will use her clinical judgment when revealing such information. Rosemary Smith, LMSW 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 a an emergency during our work together, or in the future after termination where Rosemary Smith, LMSW 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.

**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 Rosemary Smith, LMSW to testify in court or at any other proceedings, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**Consultation:** Rosemary Smith, LMSW 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-mails 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 Rosemary Smith, LMSW are not encrypted. Faxes can easily be sent erroneously to the wrong protection and a password and he also back 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 Rosemary Smith, LMSW if you decide to avoid or limit, in any way, the use of any or all communication devices, such as e-mails, cell phones or fax. Please do not use e-mail or faxes for emergencies.

**Records and Your Rights 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 Rosemary Smith, LMSW assesses that releasing such information might be harmful in any way. In such a case Rosemary Smith will provide the records to any appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon request, Rosemary Smith will release information to any agency/person you specify unless Rosemary Smith assesses that releasing such information might be harmful in any way.

**Telephone & Emergency Procedures:** If you need to contact Rosemary Smith, LMSW between sessions, please leave a message with the office staff or on her cell phone and your call will be returned as soon as possible. Rosemary Smith checks her messages a few times during the daytime only, unless he is out of town. If an emergency situation arises, indicate it clearly on the message, and if you need to talk to someone right away, call the police: 911. Please do not use e-mails or faxes for emergencies. Rosemary Smith does not always check her e-mails or faxes daily.

**Payments & Reimbursements:** Client are expected to pay the standard fee per 45-50 minute sessions 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 Rosemary Smith, LMSW 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, Rosemary Smith LMSW will provide you with a copy of Health Insurance Claim Form (HICF) and you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section Health Insurance and 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/problem 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, Rosemary Smith, LMSW can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**Mediation & Arbitration:** All disputes arising out of or in the 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 Rosemary Smith, LMSW 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 Madison County, Idaho in accordance with the rules of the America Arbitration Association which is in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the even that your account is overdue (unpaid) and there is no agreement on a payment plan, Rosemary Smith can use legal means (court, collection agency, etc0 to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorney 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. Rosemary Smith, LMSW 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, feeling or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. Rosemary Smith 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 decision 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 Rosemary Smith, LMSW 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. Rosemary Smith, LMSW, provides neither custody evaluation recommendation nor medication or prescription recommendation or legal advice, as these activities do not fall within her scope of practice.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment Rosemary Smith, LMSW will discuss with you (client) her 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, Rosemary Smith, LMSW, 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 treatment for you conditions and their risks and benefits. If you could benefit from any treatment that Rosemary Smith does not provide, she has an ethical obligation to assist you to obtaining those treatments.

**Termination:** As set forth above, after the first couple of meetings Rosemary Smith, LMSW will assess if she can be of benefit to you. Rosemary Smith, LMSW does not accept clients who, in her opinion, she cannot help. In such a case she will give you a number of referrals, who you can contact. If at any point during psychotherapy, Rosemary Smith assesses that she is not effective in helping you reach the therapeutic goals, she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Rosemary Smith, LMSW 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, Rosemary Smith, LMSW will assist you in finding someone qualified, and if she has your written consent, she 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, Rosemary Smith, LMSW 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 dual relationship that impairs Rosemary Smith, LMSW objectivity, clinical judgment or therapeutic effectiveness or can be exploitive in nature. Rosemary Smith, LMSW will carefully assess before entering into no-sexual and non-exploitative dual relationship with clients. Rexburg is a small area and many clients know each other and Rosemary Smith, LMSW from the community. Consequently, you may bump into someone you know in the waiting room or into Rosemary Smith, LMSW out in the community. Rosemary Smith, LMSW will never acknowledge working with anyone

without their written permission. Many clients choose Rosemary Smith, LMSW as their therapist because they knew him before they entered into therapy and or were aware of her stance on the relevant issues. Nevertheless, Rosemary Smith, LMSW 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 Rosemary Smith, LMSW if the dual relationship become uncomfortable for you in any way. Rosemary Smith, LMSW will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if she 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 involved 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>Rosemary Smith, LMSW</u>	_____	_____
Therapist	Date	Signature