

Justin M. Smith, M.S.
Licensed Marriage and Family Therapist
Licensed Clinical Alcohol and Drug Counselor
3450 E Russell Rd Suite 214, Las Vegas, NV 89120
Phone: (702) 530-8894 Fax: (702) 757-3982

Disclosure and Consent to Treatment

Welcome! This paperwork has been prepared for you to inform you of my qualifications and what you can expect from me as a therapist. It explains my therapeutic approach, services, fees, policies and your rights as a client. Additionally, this disclosure statement provides you with information about my education, training, and experience. After you have read this statement, you will be asked to sign a statement of acknowledgement stating that you have received it and you will be provided a copy for your records.

Biographical Information: Welcome to my practice! My name is Justin M. Smith, and I am a graduate of University of Nevada, Las Vegas, where I earned my Master's degree in Marriage and Family Therapy. Before beginning my private practice, I worked as the Director of Psychotherapy in an agency setting where I was able to gain a vast amount of experience with a broad range of clients who suffered from a variety of mental health concerns. I have been particularly well versed in serving individuals who suffer from depression, anxiety, trauma, ADHD, bipolar disorder, behavior disorders, and substance abuse issues. I have training in and utilize a number of different therapeutic approaches including, but not limited to, narrative therapy, cognitive behavioral therapy (CBT), general systems theory, solution focused therapy, and eye movement desensitization and reprocessing (EMDR). I am currently a Licensed Marriage and Family Therapist (LMFT) in the state of Nevada. I am also licensed as a Clinical Alcohol and Drug Counselor (LCADC). I am an active member of the American Association for Marriage and Family Therapy and Eye Movement Desensitization and Reprocessing International Association (EMDRIA). Helping people is what I love to do.

Therapeutic Approach: Having treated a variety of clients over the years, I understand that each person is unique, which means they view reality differently based on life experiences – both past and present. This view of reality is how each individual processes information and what informs their behavior. Sometimes our experiences can lead to beliefs and perceptions that are no longer adaptive. In therapy, we can work together to alter these beliefs and perceptions through a variety of individualized techniques, which will expel those negative feelings and unhealthy behaviors and leave more positive and adaptive feelings and behaviors in their place. Some common therapeutic approaches I pull from are Cognitive Behavioral Therapy (CBT), Solution Focused Therapy, Narrative Therapy and EMDR. I believe that therapy not only takes place in the therapy room, but also between sessions. Therefore, a part of your therapeutic process may include assignments outside of the therapy room. For the best results, it is vital you complete these assignments. I work with individuals, couples, and families. The approaches that I use in treatment vary. I believe the relationship between therapist and client is paramount for productive treatment and for healing to ultimately occur. Typically, treatment consists of:

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1. An assessment, which may include any or all of the following: interviews; observation; review of records; behavior rating scales; biological, psychological, and social history; and/or mental health evaluation.
2. Development of a treatment plan, which includes goals and objectives, therapeutic interventions, and estimated length of treatment.
3. Implementation of treatment plan.
4. Ongoing assessment, discussion of progress, and revisions to the treatment plan as appropriate.
5. Completion or termination of treatment when satisfactory progress has been made or treatment goals are achieved.
6. Aftercare planning for follow-up care to maintain gains and prevent relapse, if needed or desired by the client.

It is important to remember that psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress, but there are no guarantees of what you will experience.

Appointments, Fees, Payment: As a therapist in a private practice, I must operate as a small business. Therefore, I want you to clearly know and understand the fees, payments, and charges for my business. Sessions are 45 minutes in length at the rate of \$100 per session. This fee will be due at the end of each session. If you choose to have your insurance billed you are responsible for any copayments required by your insurance. Copayments are due at the end of each session.

Cancellation: Your appointment is reserved specifically for you. If you are unable to make your appointment, please provide 24 hours' notice of cancellation to me directly by calling (702) 530-8894. Failure to give 24 hours' notice of cancellation or failure to arrive (No Show) for a scheduled appointment will result in you being charged your full session rate. You will be expected to pay this fee at the start of your next session. If you do not book another session within 10 days, you will be billed at the address listed on the front of the intake form. Any outstanding monies owed will need to be paid before a future session may be booked. If you are using insurance, please note that your insurance will not pay me for "no show" appointments, so you will be responsible for the full fee. If you purchased a bundle package 1 session will be subtracted for each late cancellation or no show.

**** _____ Please initial that you have read this section specific to cancellation of appointments.**

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Request for Additional Reports/Letters/Documentation/Legal Issues:

Completing assessment paperwork, treatment plans, progress/psychotherapy case notes, brief phone calls and/or letters are included in your fee. However, if phone calls are frequent or extensive (longer than 15 minutes); if you require additional letters, reports, documentation the charge will be based on the fee of \$100 per hour. Any time incurred due to court proceedings, which includes court preparation time, travel time, providing written documentation, and/or testifying, will be billed at the rate of \$250 per hour. Partial hours will be prorated.

Other Fees/Charges: You are responsible for all fees/charges incurred and will be billed for all charges not previously paid by you.

Refunds: No refunds are provided for services already rendered or for unused bundle sessions.

Emergencies: For life-threatening emergencies, please call 911. If I will be out of town for a significant length of time, another therapist may be available for interim treatment. I will discuss this possibility with you before any prolonged absences I may have. On some occasions, I may leave contact information on my answering machine for another therapist who will be available in my absence.

Confidentiality: My professional code of American Association of Marriage and Family Therapist ethics and the Nevada statutes prevent me from disclosing any information that is shared in therapy and from releasing information without your written consent. If you are here for couples or family therapy, all persons involved in the therapy process are required to provide written consent before information can be released; however, I cannot guarantee the confidentiality of other participants who are involved in your therapy process. The following limits to confidentiality do exist under the ethics code and state, federal laws and/or insurance contractual agreements. These limits include:

1. If you threaten bodily harm or death to yourself or another person.
2. If you reveal information about physical abuse, sexual abuse, or neglect in regards to a child or elderly person.
3. If you are in court-ordered therapy.
4. If a court of law issues a legitimate court order for records.
5. If you are under the age of 18: In the state of Nevada, parents have access to information in regards to their child's medical records.
6. If you choose to have your insurance billed, details of treatment may be necessary for Mr. Smith to obtain authorization and payment for services and you agree to allow Mr. Smith to release necessary details to your insurance company.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't object,

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I will not tell you about these consultations unless I feel that it is important to our work together. Please be aware that if you choose to communicate with me via e-mail at any point that e-mail is not a secure form of communication. Additionally, if you choose to text me at any point, you are responsible for the security of these messages on your end of the communication.

Electronic Communication Policy: E-mail/texting offers an easy and convenient way for therapist and client to communicate. In many circumstances, it has advantages over office visits or telephone calls. However, there are important differences. E-mail/texting is not the same as calling my office: there is no person at the other end of the call – just a computer. You can't tell for certain when your message will be read, or even if I am in the office or away from my desk. Nonetheless, I believe that the ease of communication via e-mail/texting can afford a benefit to client care. Below are some guidelines for contacting me using e-mail/texting. E-mail/texting is never, ever appropriate for urgent or emergency problems! Please use the telephone and call the Emergency Department for emergencies.

- E-mail/texting is great for asking those little questions that do not require a lot of discussion. Appropriate uses of e-mail also include referral and appointment scheduling requests.
- E-mails/texts should not be used to communicate sensitive medical information, such as information regarding sexually transmitted diseases, AIDS/HIV, mental health, developmental disability, or substance abuse.
- E-mail/texts are not secure and therefore are not confidential. You should also know that if sending e-mails from work, your employer has a legal right to read your e-mail if he or she chooses.
- E-mail may become a part of the medical record. When we use it, a copy of the correspondence may be printed and put in your chart.
- E-mail/texting is not a substitute for seeing me. If you think that you might need to be seen, please call and book an appointment!
- Either party can revoke permission to use the e-mail/text system at any time.

]Please initial next to one of the following statements****

_____ I DO want to communicate with Justin M. Smith electronically. I have read the above information and understand the limitations of security on information transmitted. I understand that Justin M. Smith may not be able to communicate with me electronically about my specific condition if there are concerns regarding confidentiality.

_____ It is NOT permissible for Justin M. Smith to contact me via email/text.

Couples Therapy: If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered a part of the couples therapy. This means that what you say can and probably will be

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discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner. Additionally, when I treat a couple, the couple is the “client,” meaning a release of information or access to records will only be provided with signatures of both parties. If I am treating a couple, I will not also treat one of the partners concurrently for individual issues.

Your rights as a therapy consumer:

1. To receive information concerning the methods of therapy employed, the techniques used, the duration of therapy (if known), and the fee structure provided.
2. To seek a second opinion. If needed, I can provide you with names of other qualified professionals.
3. To terminate therapy at any time without moral, legal, or financial obligations other than those already accrued.
4. To know that in a professional psychotherapeutic relationship sexual intimacy between the therapist and client is never appropriate.
5. To know that our therapeutic relationship is confidential except under the following conditions:
 - a. If you threaten bodily harm or death to yourself or another person
 - b. If you reveal information about physical abuse, sexual abuse or neglect in regard to a child or elderly person.
 - c. If you are in court-ordered therapy.
 - d. If a court of law issues a legitimate court order for records.
 - e. If you are under the age of 18, in the State of Nevada, parents have access to information in regards to their child’s medical records.
6. If you request, any part of your records can be released to any person or agency if you have signed an authorization for me to do so.

All marriage and family therapy and professional counselor services in Nevada are regulated by the Nevada Board of Family Therapist Examiners. Questions or complaints may be addressed to P.O. Box 370130, Las Vegas, NV 89134. The phone number is (702) 486-7388.

HIPAA POLICY

General Information: Information regarding your health care, including payment for health care, is protected by two federal laws: the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 U.S.C. §1320d *et seq.*, 45 C.F.R. Parts 160 & 164, and the Confidentiality Law, 42 U.S.C. § 290dd-2, 42 C.F.R. Part 2. Under these laws, Justin M. Smith may not say to anyone that you are a counseling client, nor may he disclose any information identifying you as having any disorder or

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problem (alcohol, drug or otherwise), or disclose any other protected information except as permitted by federal law.

Justin M. Smith must obtain your written consent before he can disclose information about you for payment purposes. For example, Mr. Smith must obtain your written consent before he can disclose information to your health insurer in order to be paid for services. Generally, you must also sign a written consent before he can share information for treatment purposes or for health care operations. However, federal law permits him to disclose information *without* your permission:

1. Pursuant to an agreement with a qualified service organization/business associate;
2. For research, audit or evaluations;
3. To report a crime committed in his office or against him;
4. To medical personnel in a medical emergency;
5. To appropriate authorities to report suspected child abuse or neglect;
6. As allowed by a court order
7. To appropriate authorities if you threaten to harm yourself or someone else;
8. To appropriate authorities to report suspected elder abuse

For example, Mr. Smith can disclose information without your consent to obtain legal or financial services, or to a medical facility to provide health care to you, as long as there is a qualified service organization agreement in place.

Before Mr. Smith can use or disclose any information about your health in a manner which is not described above, he must first obtain your specific written consent allowing him to make the disclosure. Any such written consent may be revoked by you in writing.

Your Rights: Under HIPAA you have the right to request restrictions on certain uses and disclosures of your health information. Mr. Smith is not required to agree to any restrictions you request, but if he does agree then it is bound by that agreement and may not use or disclose any information which you have restricted except as necessary in a medical emergency.

You have the right to request that he communicate with you by alternative means or at an alternative location. Mr. Smith will accommodate such requests that are reasonable and will not request an explanation from you. Under HIPAA you also have the right to inspect and copy your own health information maintained by Mr. Smith, except to the extent that the information contains psychotherapy notes or information compiled for use in a civil, criminal or administrative proceeding or in other limited circumstances.

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Under HIPAA you also have the right, with some exceptions, to amend health care information maintained in Mr. Smith records, and to request and receive an accounting of disclosures of your health related information made by Mr. Smith during the six years prior to your request. You also have the right to receive a paper copy of this notice.

Mr. Smith's Duties: Mr. Smith is required by law to maintain the privacy of your health information and to provide you with notice of his legal duties and privacy practices with respect to your health information. Mr. Smith is required by law to abide by the terms of this notice. He reserves the right to change the terms of this notice and to make new notice provisions effective for all protected information she maintains. He will provide this written notice at the counseling session following the change.

Complaints and Reporting Violations: You may make a complaint to Mr. Smith and the Secretary of the United States Department of Health and Human Services if you believe your privacy rights have been violated under HIPAA. You will not be retaliated against for filing such a complaint.

Violation of the Confidentiality Law is a crime. Suspected violations of the Confidentiality Law may be reported to the United States Attorney in the district where the violation occurs.

Contact: For further information, contact Justin M. Smith at (702) 530-8894

Acknowledgement

By signing below, I acknowledge that I have received a copy of Justin M. Smith's disclosure statement and consent to assessment and treatment for myself and/or my child of whom I am the legal guardian. I also agree that:

- 1. I have read and understood the above policies.**
- 2. I have read and understand the financial obligations and cancellation policies.**
- 3. I have been informed of my therapist's credentials and my rights as a client.**
- 4. I have read and understand the HIPAA policies.**

Name: _____

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Client or parent/guardian Printed Name

D.O.B.

Signed: _____
Client or parent/guardian

Date

Name: _____
Client or parent/guardian Printed Name

D.O.B.

Signed: _____
Client or parent/guardian

Date

Signed: _____
Justin M. Smith

Date