

OLIVE BRANCH PSYCHOTHERAPY

Dr. Stephen R. Parrish DMFT, LCPC

1601 2nd Ave. North - Suite 514 (Columbus Center) Great Falls, Montana 59401: 406-217-2338

INFORMED CONSENT AGREEMENT

RIGHTS, RESPONSIBILITIES, & DISCLOSURE

This is a written agreement establishing a therapeutic relationship between the undersigned Therapist and the undersigned Client and/or parent or guardian.

- 1. Psychotherapy and Evaluations:** Psychotherapy is the assessment, testing, diagnosis, treatment, and / or counseling in a professional relationship to assist individuals or groups to alleviate mental disorders; understand unconscious or conscious motivation; resolve emotional, relational, or attitudinal conflicts; and / or modify behaviors which interfere with effective emotional, social, or intellectual functioning. Psychotherapy follows a planned procedure of intervention, which takes place on a regular basis, over a period of time, or through a brief, intensive type of program. Psychotherapy is both a way of understanding human behavior and of helping people with their emotional difficulties and personal problems. Psychotherapy typically starts with an assessment of problematic symptoms and maladaptive behaviors that often intrude into a person's social life, personal relationships, school or work activities, and physical health. Specific psychotherapeutic strategies may be employed to alleviate specific problems causing distress such as depression, anxiety or relationship problems. Self-knowledge is seen as an important key to changing attitudes and behavior. Psychotherapy may involve the development of insight as to how our physical health may be compromised in many ways by emotional and relationship issues. Psychotherapy is designed to help clients of all ages understand how their feelings and thoughts affect the ways they act, react, and relate to others. Whether or not therapy works depends a great deal on the client's willingness and ability to experience all relationships deeply, especially the therapeutic relationship. Each client has a unique opportunity to view him or herself more accurately, and to make connections between past and current conflicts that illuminate the way one relates to oneself and to others. Clients are encouraged to talk about thoughts and feelings that arise in therapy, especially feelings toward the psychotherapist. These feelings are important because elements of one's history of important affections and hostilities toward parents and siblings or significant others are often shifted onto the psychotherapist and the process of psychotherapy. Psychotherapy can be relatively short-term (8-16 weeks) when the focus is limited to resolve specific symptoms or problem areas, or longer term if the treatment focus targets are more pervasive, involves long-standing difficulties or requested is made by the client for ongoing maintenance to promote continued psychotherapeutic stability. **When** the client feels she or he has accomplished the desired goals, then a termination date can be set. Psychotherapy aims to help people experience life more deeply, enjoy relationships that are more satisfying, resolve painful conflicts, and better integrate all the parts of their personalities.
- 2. Client's Authentic Intent:** By signing this statement, you express your authentic intention to pursue psychotherapeutic help and that you do not intend to harm yourself, others, or therapeutic professionals during this course of treatment. Even though sincere care and professional methods will be utilized, no specific results are guaranteed or implied.
- 3. The Psychotherapist's Qualifications:** Montana Law requires that you, the Client, be informed of the Therapist's qualifications that pertain to the practice of psychotherapy. You are entitled to receive information from the Psychotherapist about his/her methods, the techniques he/she uses, and the duration of your therapy (if it can be determined). Please feel free to ask the Psychotherapist for this information at any time. The Psychotherapist's qualifications are as follows:

Dr. Stephen R. Parrish's highest earned degree is a Doctorate in Marriage and Family Counseling. He received this degree in 2013 from the Argosy University in Denver, Colorado, which is accredited by the Higher Learning Commission and is a member of the North Central Association.

Dr. Parrish, is a Licensed Clinical Professional Counselor with an active status in the state of Montana (License # 8804) He has worked in the field of psychotherapy in Montana and Colorado for the last 30+ years with individuals, couples, families and children.

Dr. Parrish is a member of the American Psychological Association (APA) and was ordained by members of the Christian Church as a Minister (July 26,1981). He practices Narrative, Structural therapy and EMDR psychotherapies congruent with Christian principles, integrating scriptures from the Holy Bible when appropriate.
- 4. Consultation:** Your psychotherapist consults regularly with other professionals regarding clients; however, patient's name and other identifying information is never mentioned. Your psychotherapist is responsible for maintaining all professional standards set forth in the ethical principles of his professional association as well as the laws of the state of Montana governing the practice of psychotherapy.
- 5. Governance, Accountability, & Reporting Infractions:** The Board of Social Work Examiners & Professional Counselors Therapists has the general responsibility of regulating the practice of individuals who practice psychotherapy in the state of Montana. Any suspected infractions of the therapeutic relationship that cannot be personally resolved with the Therapist should be reported in writing to the The Board of Social Work Examiners & Professional Counselors Therapists immediately:

Board of Social Work Examiners & Professional Counselors P.O. Box 200513 Helena, MT 59620-0513	Phone: (406) Fax: (406) 841-2305 Web: dlibsdswwpc@mt.gov
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In a professional relationship between a therapist and client, sexual intimacy is never appropriate. If sexual indiscretion occurs, it should be reported to the Department of

Regulatory Agencies Mental Health Grievance Board immediately (contact information is listed above). The Client has the right to seek a second opinion from another therapist or to terminate therapy in writing without explanation or cause at any time. The Therapist may also terminate therapy in writing without explanation or cause at any time.

6. **Confidentiality:** Confidentiality in counseling is protected by law. Unless you, the Client, grant the Psychotherapist written or verbal permission, the Psychotherapist will neither inform anyone that you are receiving counseling, nor will the Therapist disclose the content of anything communicated in your sessions.

The state of Montana does mandate, however, that confidentiality is waived if one or more of the following situations arise (see § 12-43-218, CRS):

- If you pose a serious physical danger to yourself or another person.
- If your words give reasonable cause to know or suspect that a child, an elderly person, an incompetent person, or a disabled person has been or is being subject to physical, sexual, or emotional abuse or molestation.
- If you disclose that a child, an elderly person, an incompetent person, or a disabled person is suffering from neglect.
- If you disclose that you are or have been involved with any terrorist activities or terrorist associations.

Additionally, confidentiality does not apply in a criminal or delinquency proceeding, or when there is a legal or disciplinary proceeding regarding quality of care, or when services are being reviewed by a professional or legal entity, except as provided in section 13-90-107 C.R.S. In some legal cases, the court or judge may require the Therapist to disclose the content of your sessions with his or her professional analysis or summary.

The Psychotherapist reserves the right to consult with other therapists at the psychotherapist's professional discretion in order to provide the client the best possible care. By signing this Agreement, you are giving your psychotherapist permission to discuss your case and / or circumstances with other therapists when the psychotherapist deems it necessary.

Due to the nature of their work, the administrative staff will have limited exposure to your personal information. These staff have been trained regarding the rules of confidentiality and are committed to maintaining your privacy.

If multiple client signatures are on this form, the psychotherapist does not guarantee confidentiality between those individuals. This primarily occurs when the therapist sees one or more of the signing individuals in an individual counseling session and believes it is therapeutically important that the other person(s) know some or all of the information which was revealed during that session.

When clients seek reimbursement for psychotherapy from insurance companies or other third parties, information, including psychological diagnoses, must be provided to the third party. In many cases, explanations of symptoms and treatment plans and, in rare cases, entire client records are also included. If an employer provides health coverage, the employer may have access to such information. Insurance companies usually claim to keep psychological diagnoses confidential, but may enter this information into national medical information databanks, where it may be accessed by employers, other insurance companies, etc., and may limit future access to disability insurance, life insurance, jobs, etc. Only the minimum necessary information will be communicated to the carrier. By signing this contract, you are consenting to a release of:

information about your case to your health plan for claims, certification and case management for the purpose of treatment and payment. Your therapist has no control or knowledge over what insurance companies do with the information or who has access to this information. **For these reasons:** This psychotherapist recommends the use of insurance for payments only in the event that other options are less appealing. All co-payments or full payments are to be made at the time service is provided.

Psychotherapists are required to release information obtained from clients or from collateral sources (other individuals involved in a client's psychotherapy, such as parents, guardians, and spouses) to appropriate authorities to the extent to which such disclosure may help to avert danger to a psychotherapy client or to others, e.g., imminent risk of suicide, homicide, or destruction of property that could endanger others.

Psychotherapists are required to report suspected past or present abuse or neglect of children, adults, and elders to the authorities, including Child Protection and law enforcement, based on information provided by the client or collateral sources.

Others involved in a client's therapy are not therapy clients and have no therapist-client confidentiality.

If clients participate in psychotherapy in compliance with a court order, psychotherapists are required to release information to the relevant court, social service, or probation departments.

Psychotherapists are required to provide information in response to court orders and, in some cases, to subpoenas. In some kinds of proceedings, courts order the entire psychotherapy record to be provided.

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Psychotherapists often consult with other professionals on cases and teach or write about the psychotherapy process, but disguise identifying information when doing so. Please indicate to your therapist if you wish to place restrictions on consultation, teaching, or writing related to your case.

Clients being seen in couple, family, and group work are obligated legally to respect the confidentiality of others. The psychotherapist will exercise discretion (but cannot promise absolute confidentiality) when disclosing private information to other participants in your treatment process. Secrets cannot be kept by the psychotherapist from others involved in your treatment, therefore, clients under 18 cannot be assured of unconditional confidentiality from their parents.

Cell phone and iPads communications can be intercepted by third parties. This form of communication is reserved for urgent or time-sensitive matters. Because of the nature of the Internet, confidentiality cannot be assured in un-encrypted e-mail messages therefore your use of such forms of communication constitutes implied consent for reciprocal use of electronic mail.

7. **Health Records:** The original health information, records, and file created by the psychotherapist during therapy are the property and responsibility of the psychotherapist. With limited exceptions, you can make a written request to inspect your health information that is maintained by the psychotherapist for the psychotherapist's use or to receive a copy of the health file for an additional charge.
8. **Divorce & Custody Litigation:** If you are involved in a divorce or custody litigation, you need to understand that the psychotherapists' role is NOT to make recommendations for the court concerning custody, parenting issues, or to testify in court concerning opinions on issues involved in the custody litigation. Only court appointed experts, investigators, or evaluators can make recommendations to the court on disputed issues concerning parental responsibilities and parenting plans.
 - Experience has shown that the therapeutic relationship is damaged if a psychotherapist testifies in a client's divorce or custody case. The therapeutic relationship between the therapist and the client aims towards full disclosure and personal honesty, which could appear to be a conflict of interest if the psychotherapist were asked by an attorney or court of law to divulge the client's personal information before potentially hostile witnesses and attorneys. By signing this Therapy Agreement, the client agrees not to call the psychotherapist as a witness in any custody litigation.
9. **Arbitration/Mediation Agreement:** I agree to address any grievances I may have directly with my psychotherapist immediately. If we cannot settle the matter between us, then a jointly agreed-upon outside consultation will be sought. If not, an arbitration process will be initiated, which will be considered as a complete resolution and legally binding decision under state law. *By signing this contract, you are agreeing to have any issue of medical or psychological malpractice decided by neutral arbitration and you are giving up your right to a jury or court trial.* It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly rendered, will be determined by submission to arbitration as provided by Montana law and in accordance with the rules of the American Arbitration Association, and not by lawsuit or resort to court process except as Montana law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Any arbitration process will be considered as a complete resolution and legally binding decision. The client will be responsible for the costs of this process. In agreeing to treatment, you are consenting to the above identified grievance procedures.
10. **Personality Assessment:** You may be asked to take one or several different types of inventories and / or tests during the course of treatment, which are additional expenses. These diagnostic tools, inventories, and tests and their subsequent results and assessments can assist in the provision of professional mental health services and are applied and used under the strictest confidentiality guidelines. Testing results are never released to the client but are discussed when appropriate between the psychotherapist and the client.
11. **Professional Service Fees:** The fees for psychotherapy are as follows:

Between the hours of:	<u>8: am - 5: pm</u>	<u>5: pm - 8: pm</u>	<u>Weekends</u>
50-minute session	\$130.00	\$195.00	Sessions are not normally set up
80-minute session	\$195.00	\$260.00	on weekends – weekend rates
110-minute session	\$260.00	\$325.00	are set at \$225.00 per 50 minute session

I encourage clients to schedule 80-minute sessions, as these are generally more productive due to the depth of discovery and the lack of pressure from time constraints. In cases of financial hardship, a sliding scale is available for those who need this. This option requires a discussion with Dr. Parrish and a current financial income disclosure to include all applicable pay stubs for the previous month prior to the first session to protect this option for those who are truly in need.

12. **Special Reports / proceedings:** Letters, reports, testimony, court appearances, and preparation of written documents, meetings, and phone consultations for legal proceedings initiated by you or others relating to your case are billed at \$250.00 per hour. **Note:** School meetings including travel time as well as school reports, letters, and phone consultations are billed at agreed upon hourly session rate.
13. **Payment:** Payment is due **prior to service**. We highly recommend that you arrive ten minutes prior to your session in order to complete payment and schedule your next appointment(s). Please plan to have payment ready prior to each session to avoid using

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time for this process. There is a \$50.00 charge for any returned checks, refused cards, or delayed payments. Accounts 30 days past due will be considered delinquent and sent to a collection agency. According to the provisions of Montana State law, the client will be subject to both the collection and all attorney fees associated with collection.

14. **Insurance:** Many insurance plans cover a portion of or give full reimbursement for mental and behavioral health services. As a contracted provider with several insurance companies, the therapist has agreed to accept an insurance company's contracted rate as partial payment. The client is responsible for all copayments, coinsurance, deductible, and any other charges assessed or proscribed by the client's insurance company. If the therapist is not a contracted provider for the client's insurance company, then the client is responsible for the full amount of the therapist's fee. The client is responsible for knowing what coverage is or is not provided by his or her insurance company.
 - Several insurance companies require pre-authorization for mental and behavioral health services (psychotherapy). It is the client's responsibility to secure pre-authorization before services are rendered. If pre-authorization is not received prior to the initial visit and the insurance company does not pay for the initial visit, in this event the client will be responsible for the session fee in its entirety.
15. **Scheduling Appointments:** Please call the office at (406) 217-2338 between the hours of 8:00am and 8:00pm, Monday through Friday. It is recommended that you schedule two to four appointments in advance occurring in two-week intervals to accommodate needed patterns for appointments.
16. **Canceling & Missed Appointments:** To cancel an appointment, please call the office at (406) 217-2338 between the hours of 8:00am and 5:00pm, Monday through Friday. I understand that my psychotherapist reserves an appointment time for me. I agree to call 24 hours in advance if I must cancel a session in order to allow my psychotherapist time to reschedule his time. If I provide less than 24 hours notice of a cancellation, unless a sudden medical emergency has occurred, I will pay the agreed upon session fee. If utilizing my health insurance, I understand my insurance company will not reimburse for this expense and I will be responsible for paying the therapist at the normal contracted rate.
17. **Emergencies:** You may telephone your psychotherapist in an emergency, although it is important for you to know that Olive Branch Psychotherapy is not an emergency mental health care center. Your psychotherapist is not always available, and may not be available in the evening. If unavailable, your call will be returned as soon as possible. If unavailable, and in the event of life threatening, critical care or emergency situations, please call **911** or the Great Falls Crisis Line at (406) **453-4357** or visit your local hospital.
18. **Treatment of a Minor:** By signing this agreement, as a parent or legal guardian, you are giving consent to Stephen Parrish MSC/MFCT of Olive Branch Psychotherapy to provide mental, behavioral health services and / or treatment to the minor named identified.
19. **Childcare Arrangements:** Children under the age of 12 cannot be left unattended in the lobby area.
20. **Food & Drink:** No food or drink (except water or drinks without lids) is permitted in the waiting room and office areas.
21. **Termination:** The decision to terminate therapy belongs to the client, although one may evaluate this with one's psychotherapist. **It is critical that you have a final psychotherapy session before terminating therapy.** If at any point during psychotherapy your psychotherapist assesses that, he is not effective in helping you reach the therapeutic goals, course of treatment, the possible need for termination will be discussed with you. If at any time, you want another professional's opinion or wish to consult with another psychotherapist, you will be assisted in finding someone qualified, and if your consent has been given, your psychotherapist will provide the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, your psychotherapist will offer to provide you with names of other qualified professionals whose services you might prefer.

By signing this Informed Consent Agreement, I acknowledge that I have received a copy of the this Agreement, Rights Responsibilities, & Disclosure Statement and **I have read this Informed Consent completely and have raised any questions I might have about it with my psychotherapist. I have received full and satisfactory response and agree to comply with all items freely and without reservations.**

_____ Signature of Patient/Legal Representative	_____ Print Name	_____ Date
_____ Signature of Patient/Legal Representative	_____ Print Name	_____ Date
_____ Clinician Signature	_____ Print Name	_____ Date