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Informed Consent

This document contains important information about my professional services and business policies. Please read it carefully and ask me any questions you might have. **If you have any questions about these policies please discuss them with me prior to signing. Your signature on the last page will indicate that you understand and accept this information.** When you sign this document it will represent an agreement between us.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exceptions noted in the Notice of Privacy Policies, you have the absolute right to the confidentiality of your therapy. Without your prior written permission, I cannot tell anyone else what you have told me, or even that you are in therapy with me. This includes giving information to the parents or spouses of individuals who are age 18 or older, even when the spouse or parent is paying for the services.

I periodically find it helpful to consult other professionals about a case. During consultation I make every effort to avoid revealing my client's identity. The consultant is also legally bound to keep the information confidential. Unless you object, I will not tell you about a consultation unless I feel that it is important to our work together.

In addition, while Texas laws do not presently mandate disclosure of the following situations I may opt to breach confidentiality to the appropriate parties in the following situations:

- Eminent threat to kill or seriously harm self.
- Eminent threat to kill or seriously harm other.

Additionally, the following situations may result in the breaching of confidentiality:

1. My records may be subject to a subpoena issued by court and I cannot guarantee your confidentiality under those circumstances. In particular, confidentiality may be waived with regard to any suit affecting the parent-child relationship.
2. If I am contacted by an insurance company or auditor, I may be required to release client information as dictated by law.
3. The law also permits me to release information to a collection agency in order to collect on an overdue account.
4. If you file a worker's compensation claim or if you are seeing me under workman's compensation I may disclose records relating to your diagnosis and treatment to your employer's insurance carrier.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. If a child or a vulnerable adult tells me that someone is/has abused or neglected them.
2. If I have good reason to believe that you or someone else is abusing or neglecting a child or vulnerable adult, or that a child or vulnerable adult is at risk of abuse or neglect.
3. If I believe that you are in imminent danger of harming yourself.

4. If I believe you or someone you told me about has been sexually exploited by a mental health services provider.
5. If you tell me about abuse, neglect, and/or illegal, unprofessional, or unethical conduct in an in-patient mental health facility, a chemical dependency treatment facility or a hospital providing comprehensive medical rehabilitation services.
6. If you file suit against me or make a formal complaint against me I may use your records in self-defense.

II. Record-keeping.

In addition to paperwork completed by you, such as this form, and written correspondence from you or other records that you send to me, most of the records I keep are handwritten session notes. These notes include the date of services, what interventions occurred in the session and the topics we discussed. I do not write down everything that occurs in session and the notes serve as a record of our visit and a reminder to me of something I may need to remember later. These records are kept confidential and secure.

III. Diagnosis

Diagnoses are technical terms that describe the nature of your problems. I do not always use a diagnosis, but insurance companies often require them. Please ask me for further information.

IV. Insurance

I do not accept insurance. However, if you have an insurance plan that covers “out of network providers,” I am happy to provide you with a receipt and billing codes so that you can submit for reimbursement yourself.

V. Other Rights

You have the right to ask questions about anything that happens in therapy. You have the right to provide feedback to me about what I’m doing, and in fact I welcome this. You are free to leave therapy at any time.

Our relationship is a professional and therapeutic relationship. Personal and/or business relationships undermine the effectiveness of the therapeutic relationship. I cannot have a social relationship with you or any other client.

I use email or texting to handle administrative issues like scheduling or receipt requests. If you choose to email or text me, particularly about anything related to your treatment, please know that these are not secure mediums and you do so at your own risk. Although I do respond briefly to emails and texts from clients about treatment I do so only when a client has already initiated a discussion in that way. I do not conduct therapy by email or text. I maintain a professional blog and Twitter and Facebook accounts. I use social media to share information related to my practice and psychotherapy, and to network with colleagues. If you choose to “follow” or “like” me on these social media sites or leave feedback about me on any sites such as Angie’s List or Yelp! I assume that you are making an informed decision about how this may compromise your confidentiality. Individuals who link with me via these social media sites are easily accessed by anyone on the internet. Most of those who follow me on these sites are not clients, however there is a small risk that you could be identified as a client simply based on your decision to “like” or “follow” me. Please do not use any of these social media sites or the comment area on my blog to communicate with me about anything related to you personally or your treatment due to confidentiality concerns as well as the limited time that I spend using social media. If you choose to use your name, you are compromising your confidentiality. Any comments left that divulge personal information will be edited at my discretion.

Your Responsibilities as a Therapy Client

I. Psychotherapy is a collaborative practice between client and therapist, between you and me, where we discover together how to create the best initial conditions for you to recover your resilience, ease and resourcefulness. It is your responsibility to tell me if you are uncomfortable with any parts of the treatment. If you have any questions about any techniques utilized or any form of treatment please ask and I will do my best to answer your questions in full. You have the right to refuse or terminate treatment at all times, or to refuse touch, or any other intervention I may propose or employ. You are in charge of your treatment. You are responsible for communicating honestly about your needs and preferences, providing feedback, asking questions when you don't understand, and choosing—under most circumstances—whether therapy will continue or end.

II. You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 45 minutes. If you are late, it is likely that our session will still have to end on time.

Cancellation policy:

If you miss a session without canceling, or cancel with less than 24-hours notice, the full fee is still due.

III. Payment for Services. You are responsible for paying for your session weekly unless we have made other arrangements in advance and in writing.

Individual Therapy: My fee for a 45-minute session is \$140. Additional time will be pro-rated. I charge this amount for other professional services you may need, including report or letter writing, telephone conversations lasting longer than 15-minutes weekly, attendance at meetings, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If I make a special agreement with a client for a lower rate, based on client need and ability to pay I may require that the client provide proof of income and expenses such as pay stubs or bank statements. Payment for all services, regardless of rate, is due at the time of service. It is not possible for clients to run a bill. I cannot accept bartered goods or services for therapy.

Couples Therapy: The minimum session time for a couple is 60 minutes and a couple must be willing to consider sessions up to 3 hours in the model in which I work. Sessions are charged at \$180/hr.

Telephone consultations: Phone calls beyond 15 minutes will be rounded to the nearest 15-minute increment and charged at the rate the caller would be charged for an office visit.

Court charges: Should I be subpoenaed for any reason regarding your treatment, even if I am called to testify by another party, you will be responsible for the following fees: \$250/hr document preparation in office, and \$400/hr deposition and/or court appearance or meetings with third parties such as attorneys. There will be a minimum billing of 4 hours/day for scheduled court appearances regardless of whether or not they are rescheduled by parties other than me.

Unpaid Accounts: If you experience problems meeting your payment obligations, please contact me so that we may set up a reasonable payment plan. Overdue accounts (i.e., those which remain unpaid for 90-days or those for which an agreed-upon payment plan is not followed) may be turned over to a collection agency as a final resort for non-payment.

IV. Somatic Experiencing™ and Touch in Therapy: Somatic Experiencing (SE) is a naturalistic approach to the resolution and healing of trauma developed by Dr. Peter Levine. SE releases traumatic shock (freeze) and supports the body's natural ability to regulate itself, which is key to transforming PTSD, chronic stress and the wounds of emotional and early developmental attachment trauma. SE facilitates the completion of self-protective motor responses and the release of survival energy bound in the body associated with trauma responses and chronic stress, thus addressing the root cause of trauma symptoms, which can result in subtle or more intense

experiences as the body discharges. This is approached by gently guiding clients to develop increasing tolerance for difficult bodily sensations and suppressed emotions, so as to not get overwhelmed.

- SE employs awareness of body sensation to help people "renegotiate" and heal rather than relive or re-enact trauma.
- SE's guidance of the bodily "felt sense," allows the highly aroused or frozen survival energies to be safely experienced and gradually discharged.
- SE "titrates" your experience (breaks it down into small, incremental steps) so that you can remain embodied and present, rather than evoking a mindless catharsis.
- SE can be used with or without touch.

SE does not require you to re-tell or re-live the traumatic event; however, working through the trauma story can be done more safely using SE. It offers the opportunity to engage, complete, and resolve—in a slow and supported way—the body's instinctual fight, flight, freeze, and collapse responses. Individuals locked in anxiety or rage then relax into a growing sense of peace and safety. Those stuck in depression gradually find their feelings of hopelessness and numbness transformed into empowerment, triumph, and mastery. SE catalyzes corrective bodily experiences that contradict those of fear and helplessness and seeks to restore a sense of aliveness and pleasure. This resets the nervous system, restores inner balance, enhances resilience to stress, and increases people's vitality, equanimity, and capacity to actively engage in life. For more information: www.traumahealing.org The Somatic Experiencing Trauma Institute states that Somatic Experiencing is neither a form of psychotherapy nor a bodywork technique, though it lends itself well to being integrated into these and other treatment modalities.

SE Touch is applied with hands and occasionally with forearm or foot contact, and can also be offered indirectly, such as providing support through a cushion. SE Touch is done fully clothed and is not used to manipulate the body. SE Touch offers support to muscles, joints, diaphragms and organs to support regulation and healthy functioning. Touch can be applied with the client in a seated position or lying face up on a table, or standing during movement exercises. Some examples of when touch can be helpful are:

- Identifying an area of the body for tracking internal sensations.
- Supporting an area of the body to release tension or constriction.
- Stabilizing a highly activated / dysregulated nervous system.
- Containing and processing difficult emotions (e.g., feeling therapist's hands on the outside of your upper arms to provide a sense of containment to reduce flooding).
- Bringing awareness to an area of the body that feels disconnected or numb.
- Engaging a reflexive action or defense to support completion / discharge of a response (e.g., pushing into a therapist's hands to engage a frozen fight response).
- Resourcing an individual with positive sensation or a healthy body function (e.g., pressure on the feet can enhance a sense of grounding).
- Calming an anxiety response, by supporting the brain stem or the kidney/adrenal area.
- Connecting with tissue / muscle memory or natural biological rhythms.
- Increasing blood flow to damaged tissue.

IV. Possible Effects of Therapy and Assessment: At times, therapy can unearth negative feelings and painful emotions as we work towards your goals. During the course of therapy you might also experience certain effects such as increased stress or the disruption of current relationships. While this can be difficult, it is a normal growth process that we will work through together so that we can resolve underlying problems and meet your

goals. You have the right to terminate services at any time for any reason, and referrals to other providers will be provided upon request.

V. Absences & Emergencies: I will tell you in advance of any vacations I take. In the event of an emergency and I am unable to be reached please go to the nearest emergency room, call 911, or call the 24-Hour Crisis Hotline at 472-4357.

VI. Agreement for Couples: Both individuals in the couple need to sign their own separate copies of this Informed Consent and the Notice of Privacy Practices. Both individuals in the couple relationship agree not to arrive to an appointment without their partner unless previously arranged with me. Both parties agree that couples therapy cannot proceed without both parties being present. This is true even if one of you is stuck in traffic, decides not to come, or for some other reason is not able to arrive. In the event that only of you can come or shows up you will be charged for the session and I will be unable to see you as an individual. Any information shared with me by one partner will be shared in session with both partners present. My practice with couples is designed for couples who want to stay together or are hoping that their relationship can be improved. Because I don't specialize couples who are divorcing or figuring out how to co-parent post-divorce I am happy to refer out for this type of therapy. I do not participate in legal proceedings such as custody cases or divorce cases with couples with whom I have worked.

In working with couples I use the approach developed by Stan Tatkin, PsyD called Psychobiological Approach to Couple Therapy (PACT). PACT is typically a different experience from what you may have experienced or heard about in other couple therapy approaches. During session I focus on moment-to-moment shifts in body, face, and voice and invite you as a couple to pay close attention to this as well. We will explore challenges within your relationship and work through them in "real-time" in the session. This means that sessions are often longer than a typical couple therapy session. This provides the opportunity for more in-depth work and the result is that the PACT approach may require fewer sessions than other approaches to couple therapy, although it is not necessarily a "short-term" approach. I also often use video tape during a session in order to provide immediate feedback to you as a couple during session. With your permission I also use video tape for my own professional development and to consult with master therapists who also use PACT. These other therapists are bound by the same privacy rules and licensure that I am. You absolutely have the option to not agree to having your sessions videotaped or, separately, to not agree for me to use your tapes to seek consultation. Please see the release below regarding videotaping. Please note that any video or other recordings of sessions are not part of the couple therapy chart or yours or your partner's Personal Health Information. Recordings remain in my possession for a short period of time, are used only for therapeutic and consultation purposes, and then are destroyed. Session recordings will not, under any circumstances, be released to or shared with the couple or either member of the couple, outside of a couple therapy session.

Grievance Procedure and Complaints Against a Therapist

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and respond with care and respect. If you believe that I've been unwilling to listen, or that I have behaved unethically, you can complain to the **Texas State Board of Social Worker Examiners, PO Box 141369, Austin, Texas, 78714-6718.**

The effective date of this Notice is January 2017.

CONSENT/PAYMENT AGREEMENT

I, _____, consent to psychotherapy treatment with Margaret Martin, LCSW. I have read the three-page document titled "Informed Consent", and I understand the policies listed in that document.

I hereby grant my permission for any counseling, testing, or diagnostic evaluation that may be agreed upon by myself and Margaret Martin, LCSW. I understand that therapy is a joint effort between the therapist and the client, the results of which cannot be guaranteed. Progress depends on many factors including motivation, effort, and other life circumstances. I agree that I will be responsible for the payment of all professional fees. I understand the office policies regarding late cancellations or missed sessions as outlined in the consent to treatment forms I have signed and understand I may be responsible for the full fee if that occurs.

Client Printed Name

Date

Client Signature

Date

HIPAA

I have reviewed the HIPAA Notice of Privacy Practices for Margaret Martin, LCSW. I am aware that I may have a copy of the HIPAA Notice if desired.

Client Signature

Date

Video Taping

I agree to have my couple therapy sessions videotaped. I understand that these will not be shared without my express permission. I also understand that this permission may be revoked by me or my partner at any time.

Client Signature

Date

Using Video Tapes for Consultation Purposes

___ I agree or ___ I do **not** agree to have video tapes of my couple therapy sessions viewed by other licensed therapists for the specific purpose of consultation. If I agree I understand that the other licensed therapists will abide by the same rules, laws, and expectations of privacy that Margaret Martin, LCSW follows. I also understand that if I do not agree for my tapes to be viewed for consultation purposes that will in no way be held against me or my partner in the course of couple therapy. I also understand that this permission may be revoked by me or my partner at any time.

Client Signature

Date