Margaret “Maggie” Clark, LMFT

*Licensed Marriage and Family Therapist 102681*

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*(707)219-6770*

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AGREEMENT FOR SERVICE / INDIVIDUAL INFORMED CONSENT

**Introduction**

This Agreement is intended to provide the important information regarding the practices, policies and procedures of Margaret L N Clark, LMFT. It will also clarify the terms of the professional therapeutic relationship between Therapist and Client. *Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing.*

**Therapist Background and Qualifications**

“Maggie” Clark received her Bachelors Degree in Human Development, and Masters Degree in Counseling from Sonoma State University. After working in a community based agency, she began working as a psychotherapist in private practice in 2016, and completed her licensure process with the California Board of Behavioral Sciences in 2017 earning her license as a Marriage & Family Therapist.  Maggie's theoretical orientation developed as a humanistic, client centered approach, with the belief that a persons early childhood experiences and attachments shape their understanding of the world.  Some of her early work was with children and adolescents with complex trauma in a community clinic setting.  She has a rich background working with young adults launching into adulthood, building their identity and navigating the real world. In her current work, the focus has been working with individual adults struggling with trauma, grief, depression, anxiety, self-esteem, relationship issues and addiction.  She also finds passion in working with Couples around building communication skills, trust and intimacy.  In April 2018, Maggie received intensive training in Emotionally Focused Therapy for Couples. Prior to that, she received training on Somatics in Couples Therapy from Kitty Chelton, LMFT and Theresa Beldon, LMFT, in January 2016. She has also completed an intensive training on Collaborative Couples Therapy (CCT) from the developer Daniel Wile, Ph.D., which continues to inspire her current work with couples.  The CCT training took place in November 2016.

**Risks and Benefits of Therapy**

Psychotherapy is a process in which Therapist and Client discuss a variety of issues, events, experiences and memories for the purpose of creating positive change so Client can experience his/her life more fully. It provides an opportunity to better, and more deeply understand oneself, as well as, any problems or difficulties Client may be experiencing. Psychotherapy is a joint effort between Client and Therapist. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors. Participating in therapy may result in a number of benefits to Client, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on the part of Client, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors. There is no guarantee that therapy will yield any or all of the benefits listed above.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge Client’s perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of Client. *During the therapeutic process, many Clients find that they feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times, but may also be slow and frustrating.* Client should address any concerns he/she has regarding his/her progress in therapy with Therapist.

**Professional Consultation**

Professional consultation is an important component of a healthy psychotherapy practice. Also, consultation with other professionals may be required in order to ensure that the Standard of Care is maintained. In consultation, therapist will not reveal any personally identifying information regarding client.

**Records and Record Keeping**

Therapist will produce other notes and records regarding Client’s treatment. These notes constitute Therapist’s clinical and business records, which by law, Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter his/her normal record keeping process at the request of any Client. Should Client request a copy of Therapist’s records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Client with a treatment summary in lieu of actual records. Therapist also reserves the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. Therapist will maintain Client’s records for 7 years following termination of therapy (for a minor, they will be retained for 7 years after their 18th birthday*).* However, after eight years, Client’s records will be destroyed in a manner that preserves Client’s confidentiality.

**Confidentiality**

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, except where required or permitted by law.

Exceptions to confidentiality, include, but are not limited to reporting:

* reasonable suspicion of
	+ child abuse
	+ elder abuse and
	+ dependent adult abuse
* Client makes a serious threat of violence towards a reasonably identifiable victim
* Client is a serious danger to him/herself
* Ordered by Law

**Client Litigation**

Therapist will not voluntarily participate in any litigation, or custody dispute in which Client and another individual, or entity, are parties. Therapist has a policy of not communicating with Client’s attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client’s legal matter. Therapist will generally not provide records or testimony unless compelled to do so by court. Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Client, Client agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made him/herself available for such an appearance at the hourly rate agreed upon at the onset of treatment.

**Psychotherapist-Client Privilege**

The information disclosed by Client, as well as any records created, is subject to the psychotherapist-Client privilege. The psychotherapist-Client privilege results from the special relationship between Therapist and Client in the eyes of the law. It is akin to the attorney-client privilege or the doctor-Client privilege. Typically, the Client is the holder of the psychotherapist-Client privilege. If Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-Client privilege on Client’s behalf until instructed, in writing, to do otherwise by Client or Client’s representative. Client should be aware that he/she might be waiving the psychotherapist-Client privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding.

**Fee and Fee Arrangements**

The agreed upon fee for service is $\_\_\_\_\_\_\_\_ per 50minute session. Sessions longer than 50-minutes are charged for the additional time, pro-rated. Therapist reserves the right to periodically adjust this fee. Client will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with insurance companies, managed care organizations, or other third-party payers, or by agreement with Therapist. From time-to-time, Therapist may engage in telephone contact with Client for purposes other than scheduling sessions. In this case, Client is responsible for payment of telephone calls longer than fifteen minutes, using the pro-rated amount of clients regular fifty minute session fee.

Clients are expected to pay for services at the beginning of each session. Therapist accepts cash, or checks.

**Insurance**

Therapist is not a contracted provider with any insurance company, or managed care organization. Should Client choose to use his/her insurance, Therapist will provide Client with a monthly statement, which Client can submit to the third-party of his/her choice to seek reimbursement of fees already paid.

**Cancellation Policy**

Client is responsible for payment of the agreed upon fee for any missed session(s). Client is also responsible for payment of session(s) for which Client failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist’s voicemail at (707)219-6770.

**Therapist Availability**

Client can leave a message for Therapist at any time. Therapist will make every effort to return calls within 24 hours, but cannot guarantee the calls will be returned immediately. Therapist is unable to provide 24-hour crisis service. *In the event that Client is in crisis, feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call the Sonoma County Crisis Line at (707)576-8181, or go to the nearest emergency room.*

**Termination of Therapy**

Therapist reserves the right to terminate therapy at his/her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Client needs are outside of Therapist’s scope of competence or practice, or Client is not making adequate progress in therapy. Client has the right to terminate therapy at his/her discretion. Upon either party’s decision to terminate therapy, Therapist will generally recommend that Client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to Client when appropriate or at clients request.

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of Marriage and Family Therapists. You may contact the board online at www.bbs.ca.gov, or by calling (916) 574-7830.

**Acknowledgement**

By signing below, Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Client has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Client’s satisfaction. Client agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist.

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Client Name (please print)

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Signature of Client

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Parent(s)/Guardian (if minor) signature

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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I understand that I am financially responsible to Therapist for all charges (if applicable).

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Name of Responsible Party (please print)

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Signature of Responsible Party

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_