# COURTNEY HAMLIN, M.A. AMFT REGISTERED ASSOCIATE MARRIAGE AND FAMILY THERAPIST #105437

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## INFORMED CONSENT

Welcome to my practice. This document contains important information about my professional services and business policies. Please **read it carefully** and jot down any questions you might have so that we can discuss them during our first session. When you sign this document, it will represent an agreement between us.

## THE THERAPEUTIC PROCESS

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you or your child bring forward. There are many different methods I may use to deal with the problems that you or your child hope to address.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you or your child 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 or your child will experience.

#### YOUR RIGHTS

You and your child have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training and can request that I refer you to someone else if you decide I'm not the right therapist for you. You and your child are free to leave therapy at any time.

#### **APPOINTMENTS**

I normally conduct an evaluation that will last from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services that you or your child needs in order to meet your treatment goals. If we agree to begin psychotherapy, I will usually work with you to schedule ongoing 50-minute sessions (50 minutes of session time and 10 minutes to write notes) per week at a time we agree on, although some sessions may be longer or more frequent.

You are responsible for bringing your child to sessions on time. If your child is late, we will end on time and not run into the next person's session.

Parent consultations can be scheduled every 4–6 weeks to discuss concerns regarding your child. If you find that you would like to meet sooner, or would like a session together with your child, we will discuss and arrange as needed.

#### PROFESSIONAL FEES

My regular 50-minute session fee is \$150. Extended sessions are sometimes given for Family or Parent sessions. I charge \$190 for Extended 80 minute sessions. Payment is due at the time of service, and I accept cash, check or credit card. In addition to weekly appointments, I charge the same \$150 hourly rate for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour.

Other professional services include report writing, telephone conversations lasting longer than  $\underline{5}$  minutes, attendance at meetings with other professionals you have authorized, (including school administrators, teachers or other counselors), school meetings or observations, preparation of treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for any professional time I spend on your legal matter, even if the request comes from another party. [I charge  $\frac{500}{200}$  per hour for professional services I am asked or required to perform in relation to your legal matter. I also charge a copying fee of  $\frac{5.20}{200}$  per page for records requests.]

If we arrange a sliding scale/reduced fee and we are meeting weekly, we will discuss a fee increase if you decide to reduce the frequency of our meetings.

#### BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise which requires another arrangement. If you are paying by card, your card will be automatically charged at the time of each session. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

An annual fee increase occurs every January and I will begin to remind you of this in October and November.

## CANCELLATION POLICY/ MISSED SESSION POLICY

You are welcome to cancel or reschedule a session at any time. I ask that you please give me at least 24-hour notice. I am rarely able to fill a cancelled session unless I know at least 24 hours in advance. In you are unable to provide at least 24-hour notice when you cancel, or if you fail to show up you will be charged the full fee for your session. The only time I will waive this fee is in the event of a serious or contagious illness or emergency.

This cancellation policy is extremely important for the benefit of your child's treatment. While a medical doctor can see 35 patients in a day, a therapist generally sees a maximum of 5 or 6. I reserve a full hour of my time for the 50- minute session and the 10 minutes of clinical notes. If a client cancels with less than a full 24-hour notice, I won't be able to fill that time slot, and another client is missing out on a potential session.

Please keep in mind that insurance will not reimburse you for missed sessions, so if you are receiving some or partial reimbursement from your insurance provider, you will be expected to pay for the full fee of the missed session and the session will not appear on your superbill.

If your child is late for a session, keep in mind that we will still end at the regular time so that I can respect the start time for the next session.

Additionally, please understand that while therapy is a time commitment, this is for your child's personal betterment and consistency is key in order to achieve this.

#### INSURANCE REIMBURSEMENT

If you have a health insurance policy, it may provide some coverage for mental health treatment. If you request it, I will provide you with a monthly statement, which you can use to bill your insurance company for out-of-network reimbursement. While I will provide you with assistance in receiving the benefits to which you are entitled, you (and not your insurance company) are responsible for full payment of my fees. It is very important that you know exactly what mental health services your insurance policy covers since the range of coverage varies enormously with many plans offering only limited, short-term treatment.

You should be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis, as well as additional clinical information such as treatment plans or summaries. Although all insurance companies claim to keep such information confidential, I have no control over the degree to which insurance companies honor the confidentiality of this information. I will provide you with a copy of any report I submit, if you request it. You always have the right to pay for my services yourself to avoid the issues described above.

## CONTACTING ME

For small administrative matters such as setting appointment times, billing matters and other related issues, you are welcome to email me at courtneycounseling@gmail.com

Please do not email, text or use voicemail to inform me about clinical matters, as this is not a secure means for sharing information. Should electronic forms of communication be used inappropriately (for example to "chat" or to "access counseling support or guidance"), the messages will not be responded to and I will encourage that we schedule a phone call or a session.

Please keep in mind that any form of electronic communication, (emails, phone calls, text messages) can be easily accessed by unauthorized people, compromising the privacy and confidentiality of such communication.

The best way to reach me is to leave a message on my voicemail at (424) 265-8291, which I check frequently. I will make every effort to return your call on the same day you make it. Calls made after 4:00 pm or on weekends and holidays will often be returned on the next business day. While I do make every effort to respond quickly to calls, I cannot guarantee that I will be able to respond to you immediately at all times. If you are difficult to reach via phone, please inform me of times when you will be available to call you back. In case of a true emergency, particularly one that is life threatening for which you cannot wait for a call back from me, you should call 911 to access the local emergency response system or go to your nearest emergency room. You also may access a suicide hotline at 310.391.1253. If I am unavailable for an extended period of time, I will provide you with the name of a colleague to contact in my absence.

Emergency phone consultations of 5 minutes or less are typically free. However, if we spend more than 5 minutes in a week on the phone, if you leave more than 5 minutes' worth of phone messages in a week, if I spend more than 5 minutes reading and responding to emails/texts messages or coordination of care, I will bill you on a prorated basis for that time.

I cannot always respond to emails on the same day. If you feel the need for many phone calls, text messages or emails and cannot wait for your next appointment, we may need to schedule more sessions to address your needs. I am happy to schedule additional sessions or a phone call (at a prorated rate based on the length of the phone call) in order to meet the needs of your treatment. Please keep in mind that this personal and professional boundary respects the value of clients' session times and consultations I have scheduled throughout the day.

#### SCHEDULING APPOINTMENTS

Please know that if I offer you an appointment by email or text, I am unable to hold that time slot for you so if you would like it, please inform me quickly. This allows me to be flexible in offering appointment days/times.

### PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. I will charge an appropriate fee for any professional time spent in responding to information requests. If I conclude that releasing such information might be harmful to you or impede your progress in treatment, I may deny your request and I will explain the reason for denying your request.

#### **TERMINATION**

Deciding when to stop my work with your child is meant to be a mutual process. Before we stop, we will discuss how they will know if or when to come back or whether a regularly scheduled "check-in" might work best. If it is not possible for your child to phase out of therapy, I recommend that we have closure on the therapy process with at least two termination sessions

If during my work with your child I assess that I am not effective in helping them to reach their therapeutic goals, I am obliged to discuss this with both of you, and if appropriate, terminate treatment and give you referrals that may be of help. Failure or refusal to pay for services after a reasonable time is another condition for termination of services. Please contact me to make arrangements any time your financial situation changes.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

#### CONFIDENTIALITY

In general, law protects the privacy of all communications between a patient and a therapist, and I can only release information about our work to others with your written permission. But there are a few exceptions.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. These are itemized below:

- 1. If I believe that a child [elderly person or disabled person] is the victim of physical, emotional or sexual abuse, or neglect I am mandated to file a report with the appropriate state agency.
- 2. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.
- 3. If a client threatens grave bodily harm or death to another person. I am obliged to take action. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.
- 4. If a court of law issues a legitimate subpoena for information stated on the subpoena.
- 5. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

I may occasionally find it helpful to consult with other professionals regarding my clients in order to provide you with the best possible service. 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, I will not tell you about these consultations unless I feel that it is important to our work together.

If I see you or your child outside of the therapy office, I will not acknowledge you or your child first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney. [If you request, I will provide you with relevant portions or summaries of the state laws regarding these issues.]

#### FOR PARENTS

Prior to beginning treatment, it is important for you to understand my approach to child and adolescent therapy and agree to some rules about your child's confidentiality during the course of his/her treatment. Under HIPAA and the APA Ethics Code, I am legally and ethically responsible to provide you with informed consent. As we go forward, I will try to remind you of important issues as they arise.

Therapy is most effective when a trusting relationship exists between the therapist and a child or adolescent. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom.

Therefore, it is my policy to provide you with general information about the treatment of your child/adolescent, but I will not share with you what your child/adolescent has disclosed to me without your child's consent.

However, if I ever believe that your child/adolescent has been abused or is at serious risk of harming him/herself or another, I will inform you.

Adolescence is a time when children need to develop a greater sense of independence and autonomy. If your child is an adolescent, it is possible that he/she will reveal sensitive information during therapy sessions regarding sexual contact, alcohol and/or drug use, or other potentially problematic behaviors. In order for me to effectively work with your child, it is necessary for me to maintain confidentiality about these behaviors unless they involve imminent risk of harm to self or others, such as driving while under the influence of alcohol or drugs. I will also inform you if your child does not attend sessions or if it is necessary to refer your child to another mental health professional.

One risk of child and adolescent therapy involves disagreement among parents and/or disagreement between parents and therapist regarding the best interests of the child/adolescent. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such disagreements, or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you will decide whether therapy will continue. If either of you decides that therapy should end, I will honor that decision, however I ask that you allow me the option of having a few closing sessions to appropriately end the treatment relationship.

If conflicts arise between parents, you understand and agree that my role is strictly limited to providing psychotherapy for the benefit of your child. This means, among other things, that you will treat anything said in session as confidential and you will not attempt to gain advantage in any legal proceeding from my involvement with your child. You agree that you will not involve me in any legal dispute, especially a dispute concerning custody or visitation arrangements. You will not ask me to testify in court, either in person or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.

Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability. If, for any reason, I am required to participate in a legal dispute, the party responsible for my participation agrees to reimburse me at the rate of \$300/hour for time spent testifying, being in attendance at hearings, or any case-related costs. Additional fees will be incurred for preparing reports, telephoning, and travel time.

Thank you for your understanding and cooperation. If you have any questions about the information contained in this contract, please discuss them with me prior to signing below. Your signature indicates legally-binding agreement with the terms set forth in this contract.

BY SIGNING BELOW, I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

PARENT or LEGAL GUARDIAN NAME/SIGNATURE: _		/
PARENT or LEGAL GUARDIAN NAME/ SIGNATURE: _		<u></u>
CLIENT NAME:	DATE: _	