

Magdalene Holtam, PhD, Licensed Psychologist, CA PSY 23823  
Richard Lam, Marriage and Family Therapist, Registered Intern (no. IMF91288)  
Kyle P Jones, Psychology Trainee, PhD Student

### **OUTPATIENT SERVICES AGREEMENT/INFORMED CONSENT**

This document contains important information about our professional services and business policies. We look forward to discussing any questions with you so that we can be clear on the policies and expectations.

#### **PSYCHOLOGICAL SERVICES**

Psychological counseling varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. Counseling will frequently involve discussing your personal concerns, thoughts, and feelings. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and between sessions. We believe that homework assignments are a necessary part of the recovery process, thus we only work with clients who are willing to engage in homework assignments.

Psychotherapy can have risks and benefits. Initially you may experience uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. While you consider these risks, you should also know that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. Therapy often leads to significant reductions in feelings of distress, improvement in relationships, acquisition of skills to cope with stress, and improvement in overall well-being. But there are no guarantees of what you will experience.

Our first few hours together will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working together. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. We are happy to provide outside referrals if your concerns persist.

#### **MEETINGS AND CANCELLATION POLICIES**

We offer both 50-minute “traditional” appointments as well as an “Intensive Therapy” model (e.g., 2-6 hours at a time; multiple days per week). The exact timing of sessions will be determined in consultation with you, based on your needs.

A phone consultation is recommended prior to arranging treatment. The 15-minute consultation will be done free of charge. During the consultation, we can both decide whether I am the best match to provide the services you need. Once an appointment is scheduled, you will be charged for it unless you provide **48 hours advance notice of cancellation** (unless we both agree that you were unable to attend due to circumstances beyond your control).

#### **SUPERVISION INFORMATION FOR RICHARD LAM, MFT INTERN**

Mr. Lam has completed training as a mental health practitioner and is currently gaining hours towards independent licensure. He is registered as a MFT Intern and is supervised by Dr. Holtam. This means that he works collaboratively with Dr. Holtam to provide you with the best care possible. In order to provide supervision, Dr. Holtam has full access to clinical records of clients seen by Mr. Lam. If you have any concerns about your counseling experience, we ask you to first discuss the concerns with your counselor and then to contact Dr. Holtam if concerns remain unresolved.

#### **SUPERVISION INFORMATION FOR KYLE JONES, PSYCHOLOGY TRAINEE**

Mr. Jones is a 3<sup>rd</sup> year graduate student at Palo Alto University. He is working towards obtaining his Doctoral degree in Clinical Psychology and is supervised by Dr. Holtam. This means that he works collaboratively with Dr. Holtam to provide you with the best care possible. In order to provide supervision, Dr. Holtam has full access to clinical records of clients seen by Mr. Jones. If you have any concerns about your counseling experience, we ask you to first discuss the concerns with your counselor and then to contact Dr. Holtam if concerns remain unresolved.

#### **TELEMENTALHEALTH**

In some instances, it may be clinically indicated to provide follow-up services via telephone or video service. My license precludes us from providing this ongoing service with patients located outside of the state where we are licensed to provide treatment (primarily California). Telementalhealth has been defined as the use of technology (e.g., phone, video technology) for the delivery of psychological services. A potential benefit of this format is that sessions can be provided when clients are not able to attend in-person sessions due to various reasons including physical limitations, physical distance, or lack of transportation. Ample research indicates that telementalhealth has led to effective treatment of various disorders (Journal of Technology in Human Services, 2008, Vol. 26, No. 2; Clinical Psychology: Science and Practice, Vol. 16, No. 3). However, some potential risks of telementalhealth include: less control over confidentiality, decreased emotional connection between therapist and client

due to lack physical proximity, reducing the likelihood of insurance reimbursement, and necessity of using different forms of crisis intervention (e.g., client is required to visit a local emergency room, support person is more likely to be contacted). Telementalhealth requires you to be familiar with technology and requires that paperwork be submitted via electronic means or postal mail (instead of face-to-face). We will use the initial evaluation, as well as the first few sessions, to recommend whether telementalhealth is appropriate for your needs. Evaluation of appropriateness for telementalhealth will continue throughout the treatment. If we determine that it no longer seems appropriate to provide telementalhealth, then we will inform you of this and make local referrals. You are welcome to decline telementalhealth services. If we recommend telementalhealth and you prefer not to accept these risks, then local referrals will be provided. Signing this consent indicates that you understand the potential benefits and risks.

### **SYSTEM AND SPACE REQUIREMENTS FOR TELEMENTALHEALTH**

If telementalhealth is appropriate for your services, then we will provide this service through a HIPAA compliant system (such as, Ring Central, Vsee). These services claim to be HIPAA compliant and reliable, however we cannot guarantee there will not be concerns of service reliability, potential interruptions of services, security, or confidentiality. A session may have to be moved to phone or discontinued if service interruptions or delays occur. Clients are encouraged to research and understand the benefits and limits of this form of technology before agreeing to engage with the technology. To increase security, it is recommended that you use a computer or mobile device that has up to date antivirus software and a personal firewall installed. It is recommended that videoconferencing be completed on an internet service at a bandwidth of 384 Kbps or higher in each of the downlink and uplink directions. Such services should provide a minimum of 640 X 360 resolution at 30 frames per second. As a patient of telementalhealth services you are responsible for maintaining privacy on your end of the communication (e.g., storing electronic documents securely, ensuring sessions are not overheard, verifying that you sending information to the correct recipient, avoiding use of employer-owned computers if employers have access to materials on the computer or network). Signing this consent indicates that you understand the risks inherent in using technology for the provision of mental health services.

Use of telementalhealth services requires access to a private space where you will not be overheard and are free from other distractions (phones, emails, other persons in the area). If at any time another person is in the area of the technology and can hear the contents of the session, I ask that you notify me of this in advance so that we can come to an agreement on their presence.

Use of telementalhealth services requires having an emergency protocol in place. This requires planning to access the emergency department of a local hospital and possibly contacting a local support person who can assist you with transportation or other forms of assistance. The contact information you provide on the Patient Information Form, for support persons and medical providers, will be used as clinically necessary in the case of an emergency.

### **HOMEWORK**

We practice a model of psychotherapy that requires weekly homework. It is our experience that clients who do homework make significantly more progress toward their goals than clients who do not do homework. If you are not comfortable completing weekly homework, we would be happy to refer you to a clinician who does not require homework. **Please initial here to indicate your willingness to complete homework assignments:** \_\_\_\_\_

### **ENDING THERAPY**

Our hope is to help you end therapy as soon as you have met your goals and are feeling ready to do so. If you experience a readiness to end therapy, we ask that you commit to a final session together so that we can understand your decision, assist with solidifying gains, and support your transition.

### **PROFESSIONAL FEES**

Fees are as follows:

75-minute Intake/Initial Appointment with Dr. Holtam: \$300

50-minute Session with Dr. Holtam: \$250

50-minute Intake/Initial Appointment with Mr. Lam: \$120

50-minute Session with Mr. Lam: \$120

75-minute Intake/Initial Appointment with Mr. Jones: \$120

50-minute Session with Mr. Jones: \$95

In addition to appointments, we charge these amounts (pro-rated) for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of us. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if we are called to testify by another party.

### **BILLING AND PAYMENTS**

Payment is collected, via credit card, for the first appointment at the time it is booked. All subsequent payments will be billed to the credit card near the time of the appointment. The card on file will also be used for any missed appointments or late cancellations. Special arrangements can be made for payment via check or money order. 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. [If such legal action is necessary, its costs will be included in the claim.] In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and amount due.

### **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. We are not currently listed on any insurance panels, which means that we are not "in-network" for any insurance provider. We will give you a receipt and you are welcome to apply for reimbursement of a portion of the fee through your insurance provider. We cannot guarantee whether your insurance provider will cover this expense. Many carriers will provide only very limited coverage. Please consult with your insurance carrier prior to starting services.

Many insurance companies require you to authorize us to provide them with a clinical diagnosis. Sometimes we have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank.

### **CLIENTS WITH MEDICARE**

I have opted out of Medicare under §§1128, 1156 or 1892 of the Social Security Act. If you are eligible for Medicare but choose to work with a clinician who has opted out of Medicare, then you will have to complete the Patient's Contract For Private Care Contract (<https://med.noridianmedicare.com/documents/10525/2052366/Opt-Out+Private+Contract>). Signing this contract indicates an understanding that you (or your legal guardian or representative) will be solely responsible for all costs of treatment and that you will not seek reimbursement from Medicare. Seeking services from a provider who accepts Medicare may lead to less total cost for you. For more information about Medicare, you can visit [www.noridianmedicare.com](http://www.noridianmedicare.com)

### **THE FEELING GOOD INSTITUTE**

Magdalene Holtam, Richard Lam, and Kyle Jones work with a group of independent mental health professionals under the name Feeling Good Institute (FGI). This group is an association of independently practicing professionals who share certain expenses and administrative functions. While the members share a name and space, we are completely independent in providing clinical services and fully responsible for services provided. Many clients at FGI work with multiple clinicians. By signing this document, you are giving us permission to consult with those clinicians at FGI who may be involved in your treatment. You should be aware that if you choose to use our online booking system (Bookeo.com) other clinicians at FGI may have access to your name and appointment times. These clinicians are bound by confidentiality under professional ethics codes. Professional records (with details of your case) are separately maintained and no member of FGI can have access to them without your written permission.

### **PROFESSIONAL RECORDS**

The laws and standards of our profession require that we keep treatment records. You are entitled to receive a copy of your records, or we can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting. If you wish to see your records, we recommend that you review them in our presence. Our records are stored in a locked file cabinet at the Feeling Good Institute in Mountain View, CA.

### **CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a psychologist is protected by law, and we can only release information about our work to others with your written permission. But there are a few exceptions (described below). In most legal proceedings, you have the right to prevent us from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it. There are some situations in which we are legally obligated to take action to protect others from harm, even if we have to reveal some information about a patient's treatment. For example, if we believe that a child, dependent elder, or disabled person is being abused, we may be required to file a report with the appropriate state agency. If we believe that a patient is threatening serious bodily harm to another, we may be required to take protective actions. 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, we may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. These situations have

rarely occurred in our practice.

We may occasionally find it helpful to consult other professionals about a case. During a consultation, I will not reveal the identity of my patient. The consultant is also legally bound to keep the information confidential. California law allows us to consult with your medical and mental health treatment providers in order to provide you with the best possible care.

The Health Insurance Portability and Accountability Act (HIPAA) requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which you should download with this document, explains HIPAA and its application to your personal health information in greater detail. Your signature on this document indicates that the HIPAA policies have been made available to you.

### **COMPLAINTS OR CONCERNs**

We ask clients to complete weekly evaluations to provide feedback on whether you are getting your needs met in therapy. We hope you will discuss any concerns with us. You may also report any concerns you have to the CA Board of Psychology at 800-633-2322 and/or the U. S. Department of Health and Human Services at 877-696-6775.

### **CRISIS SERVICES**

We are not able to provide crisis mental health treatment outside of regularly scheduled sessions. If you are seeking regular contact or crisis mental health services, we can provide referrals to clinicians who can provide this service. In the case of an emergency, please call the Santa Clara County Crisis Line (408-279-3312), dial 911, or go to your local emergency room.

### **CONTACT INFORMATION**

Each clinician maintains a separate phone line that is answered by a confidential voicemail box. In order to further respect your confidentiality, we do not engage with patients on any form of social media. Email is a convenient method for scheduling purposes and arranging treatment, however the confidentiality of email cannot be guaranteed. Email can easily be intercepted or sent to the wrong address; Please do not send detailed therapy information through email. We do not use text messaging with patients other than to notify each other of delays in arriving for scheduled appointments. We will make every effort to return your call or scheduling email within two business days, with the exception of weekends and holidays.

Magdalene Holtam, PhD: 650-209-0555 or magdalene@feelinggoodinstitute.com

Richard Lam, MFT Intern: 650-567-6496 or richard@feelinggoodinstitute.com

Kyle Jones, Psychology Trainee: 650-314-9812 or kyle@feelinggoodinstitute.com

**Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*If different from above:*

Party Responsible for Payment (Name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_