

## OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

***This form provides you (the client) with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA pre-emptive analysis.***

**The Process of Therapy/Evaluation and Scope of Practice:** Participation in therapy can result in a number of benefits to you, including reducing problematic symptoms, improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change or adopt an alternate approach to your thoughts, feelings and/or behavior. Dr. Ramel will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort, anger, sadness, fear, worry, depression, insomnia, etc. Dr. Ramel may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged or disappointed.

Attempting to resolve issues that brought you to therapy, such as personal or interpersonal relationships, may produce changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Dr. Ramel is likely to draw on various psychological approaches according, in part, to the issue that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, cognitive-behavioral, acceptance and mindfulness, humanistic-existential, psycho-educational, system/family, interpersonal/psychodynamic, and developmental (adult, child, family). Dr. Ramel is likely to request that you complete forms/questionnaires as part of her initial evaluation as well as during the course of therapy and at the termination point. In order to optimize your investment and therapeutic outcome, Dr. Ramel may suggest assignments involving reading, writing, tracking thoughts/feelings, practicing certain approaches, and doing behavioral experiments between sessions.

Please note that Dr. Ramel provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

**Discussion of Treatment Plan:** Within a reasonable period of time following the evaluation/assessment phase of treatment (i.e., typically the first 2-3 sessions), Dr. Ramel will discuss with you (client) her working understanding of the primary issue for therapy, treatment plan, therapeutic objectives and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Dr. Ramel's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Dr. Ramel does not provide, she has an ethical obligation to assist you in obtaining those treatments.

**Termination:** As set forth above, after the first couple of meetings, Dr. Ramel will assess if she can be of benefit to you. Dr. Ramel does not accept clients who, in her opinion, she cannot help. In such a case, she will give you referral(s) who you can contact. If at any point during psychotherapy Dr. Ramel assesses that she is not effective in helping you reach the therapeutic goals you and she agreed upon, she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you referral(s) that may be of help to you. If you request it and authorize it in writing, Dr. Ramel will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Ramel will assist you in finding someone qualified, and if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Dr. Ramel will offer to provide you with names of other qualified professionals whose services you might prefer.

**Confidentiality:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law.

**When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when client's family members communicate to Dr. Ramel that the client presents a danger to others.

**When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Ramel. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Dr. Ramel will use her clinical judgment when revealing such information. Dr. Ramel will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment.

**Emergencies:** If there is an emergency during our work together, or in the future after termination where Dr. Ramel becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the biographical sheet.

**Health Insurance and confidentiality of records:** If you wish to receive insurance reimbursement for your sessions, it will be your responsibility to complete insurance forms and obtain reimbursement. Dr. Ramel will give you receipts and diagnosis codes that your insurance company may require. Please be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers and is likely to be reported to the National Medical Data Bank.

**Medicare:** If you are receiving insurance coverage through Medicare, please be aware that Dr. Ramel is not a Medicare provider and is excluded from Medicare until November 14, 2013. Your signature below indicates that you accept full responsibility for payment of Dr. Ramel's fees and you will not submit claims to Medicare for Dr. Ramel's fees or ask Dr. Ramel to do so. Please note that Medicare limits do not apply to Dr. Ramel's fees, Medigap plans will not cover them, and other insurance plans may not cover them. You have the right to obtain services from providers who are covered by Medicare. If you see a provider who is covered by Medicare, you do not have to sign a private contract (like this one) with that provider.

**Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (the client) nor your attorney's, nor anyone else acting on your behalf will call on Dr. Ramel to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. Should Dr. Ramel's participation be required either by your side or by the opposing side, you will be responsible for reimbursing her at the forensic rate of \$300/hour for all time spent in the legal process, including report-writing, consultation with attorneys, testifying, and travel.

**Mediation and Arbitration:** All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Ramel and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Francisco County, CA, in

accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Ramel can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**Records and Your Right to Review Them:** Both the law and the standards of Dr. Ramel's profession require that she keeps appropriate treatment records for at least seven years. If you have concerns regarding the treatment records please discuss them with Dr. Ramel. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Ramel assesses that releasing such information might be harmful in any way. In such a case Dr. Ramel will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, Dr. Ramel will release information to any agency/person you specify unless Dr. Ramel assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Dr. Ramel will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**Dual Relationships:** Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Dr. Ramel's objectivity, clinical judgment or can be exploitative in nature. Dr. Ramel will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients.

It is worth noting that San Francisco Bay Area is a not as large as one might expect, and as such, many clients know each other and Dr. Ramel. Consequently, for example, you may encounter a person whom you know in the waiting room at Dr. Ramel's office. Also, you might meet Dr. Ramel out in the community. Please be assured that Dr. Ramel will never acknowledge working with anyone without his/her permission. If you are concerned about how to handle these potential interactions, then please raise the topic for discussion with Dr. Ramel.

**Consultation:** Dr. Ramel consults regularly with other professionals regarding her clients; however, the client's identity remains completely anonymous, and confidentiality is fully maintained.

**Use of technology / telehealth delivery:** It is important to be aware that computer, internet, email and cell phone (including texting) communication and payment methods can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. Emails and are vulnerable to unauthorized

access due to the fact that servers have unlimited and direct access to all emails that go through them. Additionally, Dr. Ramel's emails are not encrypted. Internet communication using software such as Skype is not be as confidential as using regular telephones. Clients who wish to use any form of internet and cell phone communications are aware that confidentiality cannot be guaranteed. Also note that all email and text communications become part of the treatment record and are subject to discovery in legal proceedings. Please notify Dr. Ramel if you decide to avoid or limit in any way the use of any or all technology and telehealth communication devices, such as email, cell-phone, Skype or faxes. If not otherwise indicated, you consent to the use of technological assistance and telehealth delivery as an acceptable mode of delivering health care services and transmitting payment to/from Dr. Ramel. Please do not use email or faxes for emergencies.

Dr. Ramel's computers are equipped with a firewall, a virus protection and a password and she also backs up all confidential information from her computers onto separate hard drives on a regular basis. The hard drives are stored securely off-site.

**Telephone & Emergency Procedures:** If you need to contact Dr. Ramel between sessions, please leave a message on the answering service (415) 279-2519 and your call will be returned as soon as possible. Dr. Ramel checks her messages during the daytime only, unless she is out of town or on vacation. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call San Francisco Department of Mental Health (SFDMH) Psychiatric Emergency Services (415) 206-8125; SFDMH 24-Hour access helpline (415) 255-3737 or (888) 246-3333; or the Police: 911. Please do not use e-mail for emergencies. Dr. Ramel does not always check her e-mail daily.

**Vacation:** In addition to federal holidays, winter and spring break, Dr. Ramel takes approximately 4 weeks every summer when she travels abroad and is less reachable by phone or email. During these vacations, Dr. Ramel will provide you with the name and contact information of a Bay Area psychotherapist who you can contact in case of emergency or need for follow-up.

**Payments & Insurance Reimbursement:** Unless other arrangements have been made between you and Dr. Ramel, clients are expected to pay the standard fee of \$200.00 for individual psychotherapy per 50-minute session, \$220.00 for couples or family therapy per 50-minute session, and \$60.00 for group therapy per 1.5 hour session. Dr. Ramel collects payment at the beginning or end of each session, unless otherwise agreed upon. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, letter writing to third parties, reading records, longer sessions, travel time, etc. will be charged at the \$200.00/hr rate, unless indicated and agreed upon otherwise. To adjust for inflation and expenses relating to her practice, Dr. Ramel typically increases her fees with a small amount each year and this generally occurs around January 1. Please notify Dr. Ramel if any problems arise during the course of therapy regarding your ability to make timely payments.

If you choose to use a credit card or an online or cell phone service for payment (e.g., Square Cash), it introduces a risk in confidentiality as it involves a third or more parties and your information may be stored in servers accessible to financial services companies, banks, etc. You agree to this risk if you choose this payment option.

Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Dr. Ramel will provide you with a copy of your receipt for each session or a statement for services rendered in a month, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section *Health Insurance and confidentiality of records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues, conditions, and/or problems which are dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) after four sessions and there is no written agreement on a payment plan, Dr. Ramel can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**Cancellation:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 days) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

### **AGREEMENT TO COMPLY WITH OFFICE POLICIES**

I have read and understand the information in this document (Office Policies and General Information) and agree to abide by its terms during our professional relationship:

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Viveka Ramel, Ph.D.  
Clinical Psychologist (CA License # PSY22417)

\_\_\_\_\_  
Date

### **VERIFICATION OF RECEIPT OF NOTICE OF PRIVACY PRACTICES**

I certify that I have received a copy of Dr. Ramel's Notice of Privacy Practices detailing the provisions of HIPAA and my privacy rights.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name