

■ Viveka Ramel, PhD ■ Clinical Psychologist PSY22417 ■ <u>www.sevitar.com</u> ■

SEVITAR OFFICE POLICIES AND GENERAL INFORMATION, EVALUATION AND TREATMENT AGREEMENT

This form provides you (the client) with information that is additional to that detailed in the <u>Notice of Privacy Practices</u> 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 include, but are not limited to, cognitive-behavioral, acceptance and commitment, mindfulness, emotion-focused, humanistic-existential, psycho-educational, system/family, interpersonal/psychodynamic, and developmental (adult, child, family) approaches. 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/Sevitar 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 treatment 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 emergency person whose name you have provided on the intake questionnaire.

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/Sevitar will give you receipts and 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. Also note that 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, including coverage for telehealth/psychology services.

Medicare: If you are receiving insurance coverage through Medicare, please be aware that Dr. Ramel/Sevitar is not a Medicare provider. Your signature below indicates that you accept full responsibility for payment of Dr. Ramel/Sevitar's fees and you will not submit claims to Medicare for Dr. Ramel/Sevitar's fees or ask Dr. Ramel/Sevitar to do so. Please note that Medicare limits do not apply to Dr. Ramel/Sevitar'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/Sevitar 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/Sevitar'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 \$400/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 precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Ramel/Sevitar 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/Sevitar 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/Sevitar will release information to any agency/person you specify unless Dr. Ramel/Sevitar 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/Sevitar 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 different clients may know each other, and you may run into each other in the waiting room at Dr. Ramel/Sevitar's office. Also, you might meet Dr. Ramel out in the community. Please be assured that Dr. Ramel will not 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/Sevitar consults regularly with other professionals regarding her clients; however, the client's identity remains completely anonymous, and confidentiality is fully maintained.

Use of technology / telepsychology delivery: More extensive information on telepsychology is provided in Dr. Ramel's "<u>Informed Consent for Telepsychology</u> <u>Services</u>." It is important to be aware that computer, internet, email and cell phone (including texting) communication and payment methods can be accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails are particularly vulnerable to unauthorized access as servers have access to all emails that go through them. Dr. Ramel/Sevitar's emails have varying levels of encryption, in part depending on the receiver's email system. Internet communication software (e.g., Zoom, Doxy, FaceTime, WhatsApp, Skype) may not be as

confidential as using regular telephones. Clients who wish to use any form of internet and cell phone / text 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, or video. If not otherwise indicated, you consent to the use of technological assistance and telehealth delivery as an acceptable mode of delivering healthcare services and transmitting payment to/from Dr. Ramel/Sevitar.

Dr. Ramel/Sevitar's computers are equipped with a firewall, a virus protection and a password and she also backs up confidential information from her computers onto password protected hard drives and encrypted cloud storage on a regular basis. The hard drives are stored securely. Her Google cloud (G Suite, including @sevitar gmail) and Zoom services meet HIPAA standards.

Emergency Procedures: If you need to contact Dr. Ramel/Sevitar between sessions, please call, text or leave a message at (415) 279-2519. Dr. Ramel checks her messages during the daytime only, unless she is out of town or on vacation. In the event of a crisis or an emergency, indicate it clearly in your message to Dr. Ramel. 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, fall, winter and spring breaks, Dr. Ramel takes approximately 4-5 weeks off every summer when she is less reachable. 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/Sevitar, clients are expected to pay the standard fee of \$275.00 for individual psychotherapy per 50-minute session, \$330.00 for couples or family therapy per 50-minute session, and prorated thereafter (e.g., \$410 for ~75 minutes, \$495 for ~90 minutes couples/family therapy session). Group therapy is \$80.00 per 1.5 hour session. Dr. Ramel/Sevitar collects payment at the beginning or end of each session, unless otherwise agreed upon. Phone/video/text conversations longer than 10 minutes, site visits, report writing and reading, consultation with other professionals, release of information, letter writing to third parties, reading records, travel time, etc. will be charged at the \$275.00/therapy hr rate, unless indicated and agreed upon otherwise. To adjust for inflation and expenses relating to her practice, Dr. Ramel/Sevitar typically increases her fees with a small amount each year and this generally occurs around January 1. Please notify Dr. Ramel/Sevitar if any problems arise during the course of therapy regarding your ability to make timely payments. If your account is overdue (unpaid) after four sessions and there is no written agreement on a payment plan, Dr. Ramel/Sevitar can use legal or other means (collection agencies, courts, etc.) to obtain payment.

If you choose to use a credit card or an online or cell phone service for payment (e.g., IvyPay, Zelle, PayPal), 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 when choosing this payment option.

Good Faith Estimate for Health Care Items & Services

Under the No Surprises Act (H.R. 133 - effective January 1, 2022), health care providers need to give clients or patients who do not have insurance or who are not using insurance an estimate of the bill for medical items and services. This Good Faith Estimate shows the costs of items and services that are reasonably expected for your health care needs for an item or service. The estimate is based on information known at the time the stimate was created. The Public Health Service Act Section 2799B-6 requires that I provide you the following:

The service I will be providing is individual psychotherapy via video, phone or in person. Commonly associated diagnostic ICD-10 codes are anxiety (F41), depression (F32), adjustment disorder (F43), and relationship distress (Z63), but other diagnostic codes are also used. The most commonly associated procedure CPT codes are 90834 (38-52 minutes) or 90837 (53 min or more) for individual psychotherapy and 90847 for family psychotherapy (these also apply for telepsychology sessions). The fees are as listed above (i.e., \$275 for a 50-min individual psychotherapy and \$330 for a 50-min couples/family therapy session, prorated for longer sessions) and may increase yearly. Patients are expected to pay in full after each session, preferably via Zelle or IvyPay, unless we agree otherwise. While the total number of sessions is unknown at the outset and is based on your needs and progress, most clients have 10-45 appointments in a year. You can anticipate the total cost by multiplying the number of sessions by the fee.

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.

(initial) Research, training, and writing: Dr. Ramel/Sevitar conducts research, and does writing and teaching for professional and lay audiences. Your initials give Dr. Ramel/Sevitar permission to use information about you and your treatment in any of these ways, provided that she takes reasonable efforts to protect your identity. If you do not initial, Dr. Ramel/Sevitar understands that she does not have your permission to use de-identified information about you in research, training, or writing. Declining to give permission will not affect your treatment with Dr. Ramel/Sevitar in any way.

(initial) Data repository: Dr. Ramel/Sevitar asks for your permission to add data from your clinical record to a de-identified research database. The research database will not include your name, address, or any other information that could identify you. The database will be used for scientific research about the nature and causes of anxiety, depression, and other psychological difficulties; about the processes of change during treatment; and about the quality of our assessment tools, in order to improve our understanding of psychological difficulties and to improve our treatment of those difficulties. You do not have to give permission for your data to be used in research unless you want to. Declining to give permission will not affect your treatment with Dr. Ramel/Sevitar in any way. Because no identifying information will be added to the data

repository, data cannot be withdrawn from the data repository once they are placed there. Your information will not be added to the data repository unless you initial this section.

AGREEMENT TO COMPLY WITH SEVITAR OFFICE POLICIES AND GENERAL INFORMATION, EVALUATION AND TREATMENT AGREEMENT

I have read and understand the information in this document and agree to abide by its terms during our professional relationship:

Print name

Client Signature

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

VERIFICATION OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

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

Client Signature

VERIFICATION OF RECEIPT OF TELEPSYCHOLOGY SERVICES

I certify that I have received a copy of Sevitar / Dr. Ramel's INFORMED CONSENT FOR TELEPSYCHOLOGY SERVICES outlining phone or video-conference conditions.

Client Signature

Date

Date

Date

Date