

**Psychological Testing and Psychological Services
Consent for Treatment and Private Contract for Services**

Welcome to The Pratt Center, a Professional Psychology Corporation. Psychological tests are administered and interpreted by Brendan Pratt, Ph.D., Licensed Psychologist, PSY17794, who meets individually with the client. Under Dr. Pratt’s supervision, testing technicians assist throughout the psychological testing process. Psychological tests may assess intelligence, adaptive functions, academic skills, emotions, attention, working memory, executive functions and other areas. A risk of psychological testing is that it may identify problems that a client is facing, potentially raising negative feelings. The term “client” refers to the undersigned individual who is receiving psychological services, a parent or a legal guardian, a Medicare beneficiary or a legal representative, as applicable. The terms “family,” “parent(s),” “guardian(s), “adult client,” and “educational rights holder” are used interchangeably in this document.

***Parent and school meetings are completed by video conference only.
Initial parent meeting by video conference; \$300 for a 50-minute session.
School meetings by video conference are billed separately from psychological testing.***

Psychological testing is billed at the rates shown below; however, other psychological services may be needed and billed separately. If the family decides to proceed with psychological testing within six months, the fee paid for the initial meeting is credited toward the pre-testing deposit. A good faith estimate of fees is shown below:

| Psychological Testing | New Testing Clients | Returning Testing Clients |
|------------------------------|----------------------------|----------------------------------|
| Clinician Hours | 31 Hours | 26 Hours |
| Psychological Testing Cost | \$9,300 | \$7,800 |
| Pre-Testing Deposit (50%) | \$4,650 | \$3,900 |

The fee for returning clients and siblings in the same household includes a \$1,500 discount.

Psychological testing fee includes:

- Initial video meeting: 50 to 70 minutes
- Testing: 10 to 12 hours with client
- Interpretation of psychological tests
- Test protocols and scoring fees
- Review of written records and recordings
- School observation and travel time
- Preparation of a detailed written report
- Final video meeting: 50 to 70 minutes
- Video school meeting to present results

Services billed separately:

- Fees not included in the psychological testing rate are billed at \$300 for a 50-minute meeting, prorated for time used:
- Parent meetings without testing
 - Additional IEP or 504 meetings by video
 - School observations without testing
 - Observations of potential placements
 - All other psychological services

Payment Policies

Dr. Pratt accepts: (1) cash; (2) checks payable to The Pratt Center; (3) PayPal credit or debit payments made through www.prattcenter.com; or (4) payments made through QuickBooks Online. Fees for services generally adjust annually, and returning clients will be required to sign an updated psychological testing consent form to receive services. Dr. Pratt reserves the right to assign billings to collection agencies if accounts are more than ninety days past due. The family is responsible for legal fees and other costs related to the collection of outstanding accounts.

If a family decides not to proceed with psychological testing, there is a fee of \$300 due at the end of the initial meeting. If a family decides to proceed with testing, a fifty percent deposit is due at the end of the initial meeting, and the remaining balance is due before the final video meeting. If a family decides to terminate testing before it is completed, billing will include services provided prior to termination, and the deposit remainder, if any, will be refunded. Dr. Pratt does not issue a written report unless all aspects of psychological testing are completed; for instance, no report is issued if the family discontinues testing for any reason.

There are other services aside from psychological testing that are billed separately, and fees for these services are payable at the time of service. The initial school meeting to present testing results is included in the testing fee; however, all subsequent school meetings are billed separately from testing. Each school meeting is a separate service. Each school meeting is billed based on the length of the meeting at Dr. Pratt's hourly rate. A typical school meeting lasts about two hours, and a good faith estimate of the cost is \$600.

If there are any potential legal disputes, custody issues or parental conflict, the full fee is due at the end of the initial meeting if the family proceeds with psychological testing. Pre-payment for services preserves Dr. Pratt's neutrality in the conflict.

Insurance and No Surprises Act

Dr. Pratt does not accept insurance or comply with insurance company policies in any way. He does not call, write or email insurance companies. Insurance companies set the rules for reimbursement, and Dr. Pratt cannot provide any assurance that services will be covered. He is not on any provider panels and does not have a National Provider Identification (NPI) number. Dr. Pratt will not enter into contracts with insurance companies, including single-case agreements. He does not complete insurance forms, regardless of the type of form (e.g., pre-authorization forms, treatment plans, etc.).

Insurance companies often do not cover psychological testing services. In addition, they are unlikely to reimburse fees that they do not deem medically necessary (e.g., school meetings, school observations, travel time, record review, academic achievement tests, legal proceedings, etc.). Video and telephone sessions are not generally reimbursed by insurance companies.

Dr. Pratt may provide an itemized invoice to the family. The Pratt Center Employer Identification Number (EIN) is listed on the invoice. Dr. Pratt will not include, delete or alter information on an invoice to qualify for or increase reimbursement. To receive an invoice, the

family must request the invoice from Dr. Pratt directly. Dr. Pratt will not respond to correspondence from insurance companies. Dr. Pratt may provide one invoice per service, and he does not divide invoices when there are two households.

The federal No Surprises Act went into effect on January 1st, 2022, and it provides protection against “surprise billing.” As an out-of-network provider who does not accept insurance, Dr. Pratt provides notice consistent with the No Surprises Act to all of his clients. Clients can expect that insurance will not reimburse testing, and the client will be required to pay the full amount in the good faith estimate provided on the first page of this consent form. Given that testing is billed as a flat rate and insurance reimbursement is not expected, billing surprises are unlikely to occur. The good faith estimate is only an estimate. Actual services and charges may differ from the estimate. If an invoice is at least \$400 higher than the good faith estimate, the law provides a process for disputing the invoice within 120 days. More information about the no Surprises Act can be found at www.cms.gov/nosurprises.

Video Meetings

Initial meetings, final meetings, parent consultations and school meetings are completed by video conference only. Video meetings are generally held using Zoom with end-to-end encryption. Dr. Pratt may use other platforms depending on technology options and client preference. If a school or school district holds a meeting by video conference, the family may invite Dr. Pratt to attend.

Families accept the risks inherent to all online video technology, including the risk of a data breach. There may be issues with internet connectivity, hardware, software or equipment. A data breach may relate to the video platform policies and practices, issues with their technology, or third-party intrusion into their system. Regardless of the cause, the family agrees that The Pratt Center is not responsible for data breaches or other issues related to video conferences.

With the exception of school meetings, families are prohibited from recording video meetings with Dr. Pratt. If the family provides written notice 24 hours in advance to Dr. Pratt and the district, IEP meetings may be recorded. Meetings cannot be recorded if the family does not give sufficient written notice.

In-Person Testing Sessions

Dr. Pratt’s principal place of business is 4 Main Street, Suite 110, Los Altos, CA 94022; and testing sessions are completed in person at this location. Testing sessions are typically ninety minutes in length, and about seven testing sessions are needed. However, clients vary in their clinical needs and processing speed, and most tests are untimed. Hence, the actual number of testing sessions needed varies widely. All needed testing sessions are included in the standard rate for testing. Any health and safety limitations to in-person meetings will be listed on The Pratt Center website at www.prattcenter.com.

There is no fee for late cancellations. To reduce spread of disease, clients should stay home if they have any signs of illness. Testing will be invalid if a client is not feeling well.

Dr. Pratt does not supervise clients in the hallways, stairways, elevator, restrooms, sidewalks or parking areas. There are potential hazards including street traffic, an elevator shaft and staircases that may require parental supervision.

Confidentiality and Privilege

The Pratt Center is not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) because insurance companies are not billed electronically by The Pratt Center; however, Dr. Pratt generally provides the client with a higher level of privacy than the HIPAA laws require. Information shared with Dr. Pratt is generally confidential and may be legally privileged.

Dr. Pratt reserves the right to share all information with other staff or contractors of The Pratt Center (e.g., president, bookkeeper, accountant, professional writers, testing technicians, lawyer, etc.). All employees at The Pratt Center receive training and an employee handbook regarding safeguarding of confidential information.

There are other exceptions to confidentiality that are allowed or mandated by law, and these exceptions include, but are not limited to: suspected abuse of a child, elder or dependent adult; danger to self or others; grave disability; childhood victim of a crime; legal proceedings by court order; investigation of criminal cases by law enforcement officials; malpractice lawsuits; Medicare audit; No Surprises Act mediation; ethics complaints; and licensing complaints. There is generally no privilege in a legal case in which the client's mental status is at issue, such as a disability determination. State and county health department guidelines and contact tracing may lead to disclosure of confidential information. Finally, if Dr. Pratt determines that there is a probability of imminent physical injury by any clients to themselves or others, or there is a probability of immediate mental or emotional injury to the client(s), Dr. Pratt may disclose confidential mental health information to medical or law enforcement personnel. If an exception to confidentiality appears to apply, Dr. Pratt will inform the family.

Medical records are generally available to parents of minors, legal guardians, adult clients and conservators as applicable, unless a law, regulation or court provides otherwise. In some cases, records may be withheld to protect the safety of the client. The client may not copy psychological test protocols due to test security, and laws regarding trade secrets may apply. The Pratt Center is the owner of all materials created and/or used in providing services to clients. Materials include paper charts, testing protocols, consent forms, developmental questionnaires, psychological testing reports, letters and other physical documents. Materials also include digital records, including but not limited to: emails, slides, audio recordings, video recordings, voicemails, databases, reports and electronic chart notes.

Even with appropriate security, all electronic forms of data storage and communication have risks that may compromise confidentiality. Electronic communications might include emails, cell phone calls, voicemail messages, text messages, video calls and other forms of electronic communication.

Cloud-based storage of confidential information is used for psychological test scoring, appointment scheduling, calendaring, billing, bookkeeping, file sharing and other functions.

Separate companies safeguard client records, including but not limited to: google.com, norton.com, zoom.com, paypal.com, dropbox.com, box.com, intuit.com, pearsonassessments.com, appointmentplus.com, etc. The Pratt Center does not control the security measures taken by any separate companies, and the family agrees to not hold The Pratt Center liable for damage(s) related to a data breach of confidential information.

If a family opts to use social media in connection with The Pratt Center, that information may not be confidential. Facebook likes, LinkedIn connections, Yelp reviews and other online activities are not confidential.

Educational Services

Dr. Pratt may be available to consult with the family and school personnel regarding the educational needs of the client. These services may include attendance at school meetings, school observations and placement recommendations. Dr. Pratt will generally audio record school meetings to ensure there is an accurate record and to allow participants to listen without needing to take notes. The family is responsible for providing 24-hour written notice to the school that the meeting will be recorded; otherwise, recording is not generally permitted.

Psychological testing does not guarantee that a client will have a diagnosis. There is no guarantee that a client will qualify for special education services, which is the decision of an IEP team. Dr. Pratt is not a special education lawyer or an educational advocate, and he gives only his own professional opinion. Dr. Pratt provides his candid opinion, regardless of whether it supports the position of the school district, client or family.

In some circumstances, public school districts may reimburse the family for an Independent Educational Evaluation (IEE). The family pays The Pratt Center directly for all services; however, the district may opt to reimburse the family. Dr. Pratt is not responsible for collecting money from school districts.

The family is responsible for payment even if the district does not reimburse the family, regardless of the reason for non-payment. Dr. Pratt does not contract with school districts.

Testimony

The family may request Dr. Pratt's testimony at a legal proceeding (e.g., due process, civil, criminal, depositions, asserting privilege, etc.). The testimony is billed at \$360 per 60-minute hour (i.e., \$300 per 50-minute session). There is a four-hour minimum charge as Dr. Pratt is required to block out time to appear at a hearing, even if he is not called to testify.

If Dr. Pratt appears at a hearing for any issue related to the client, the family is responsible for payment of all fees. The family is responsible for payment, regardless of the testimony provided or the outcome of the case. Dr. Pratt never testifies or provides other services on a contingency fee basis. Record review, attorney consultations and other testimony preparation is billed

separately from any other service at the rate of \$360 per 60-minute hour, and these fees apply even if Dr. Pratt is not called to testify.

Testimony preparation and court appearances are time consuming, and a \$5,000 deposit is required before Dr. Pratt prepares to testify. If Dr. Pratt is informed that the court testimony is canceled before the scheduled testimony, billing will apply to services provided prior to cancellation, and the remainder of the deposit, if any, will be refunded. If Dr. Pratt testifies, any unused portion of the deposit will be refunded, or any additional fees not covered by the deposit will be billed. A good faith estimate for testimony is \$5,000 unless the family is otherwise informed by Dr. Pratt. For instance, the estimate would increase if there were an unusually large number of records to review in preparation for testimony.

The family agrees that Dr. Pratt may speak openly with the client's attorney about all matters. During attorney consultations and testimony, Dr. Pratt's candid professional opinion will be provided, regardless of whether it supports the client's case, a school district's case or any attorney arguments. Dr. Pratt will comply with court orders.

Medicare Private Contract for Services

The terms and provisions of this Medicare Private Contract for Services apply only to a client who is eligible for Medicare or who becomes eligible during the period in which the client receives services from Dr. Pratt. This Medicare Private Contract for Services is between Dr. Pratt and the client (Medicare beneficiary or legal representative).

Dr. Pratt has never participated in the Medicare program, and the undersigned client hereby agrees to forego reimbursement from Medicare for all past, present and future services provided by Dr. Pratt. The client resides at the address listed below and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997.

Dr. Pratt has informed the client that he has opted out of the Medicare program effective on January 1, 2016. Dr. Pratt is not excluded from participating in Medicare Part B under Sections 1128, 1156, 1892, or any other section of the Social Security Act. The client agrees, understands and expressly acknowledges the following:

1. The client accepts full responsibility for payment of Dr. Pratt's charges for all services that he furnishes and acknowledges that the client will not submit a Medicare claim for services.
2. The client understands that Medicare limits do not apply to what Dr. Pratt may charge for items or services furnished by him.
3. The client agrees not to submit a claim to Medicare or to ask Dr. Pratt to submit a claim to Medicare.
4. The client understands that Medicare payment will not be made for any items or services furnished by Dr. Pratt that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

5. The client enters into this contract with the knowledge that the client has the right to obtain Medicare-covered items and services from clinicians and practitioners who have not opted out of Medicare, and the client is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other clinicians or practitioners who have not opted out.
6. The client understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.
7. The client acknowledges that the client is not currently in an emergency or urgent health care situation.
8. The client acknowledges that a copy of this contract has been provided to the client and that it is available at www.prattcenter.com.
9. This private contract for services shall be made available to the Centers for Medicare and Medicaid Services (CMS) upon request.

Emergencies and After-Hours

Dr. Pratt is not on call, and he may not be available for clinical emergencies. If there is a client crisis that cannot safely wait for a response, promptly call 911 or go to the nearest hospital. Dr. Pratt can be contacted by email at brendan@prattcenter.com. Dr. Pratt will attempt to respond quickly; however, there may be significant delays in responding. The family may leave a message for Dr. Pratt by calling 650-949-2997; however, he responds to email more quickly.

Professional Standards

Dr. Pratt complies with laws and regulations related to work as a licensed psychologist, including those of the California Board of Psychology. Dr. Pratt follows ethical guidelines of the American Psychological Association.

If there is a concern with services at The Pratt Center, please speak to Dr. Pratt. He will attempt to resolve matters directly, but the family has the right to contact the California Board of Psychology at 866-503-3221.

Consent for Treatment

The undersigned hereby assumes all obligations set forth in this Consent for Treatment of “client,” “parent(s),” “legal guardian(s),” “family,” “beneficiary” or “legal representative(s),” as applicable. I understand and agree to abide by all policies described herein.

I have read the entirety of this psychological testing consent form, and I have had the opportunity to ask any questions. I have been offered a copy of this consent form, and I understand that the form is available on The Pratt Center website at www.prattcenter.com. I attest that I have the legal right to give consent for medical treatment of the client.

I have read, understood and agreed to the above policies and fees; by signing below, I give my consent for treatment for the client.

If the client has not reached the age of 18, please complete the following:

Name of Client: _____ Date of Birth: _____
(Name of Child or Adolescent) (DOB of Child or Adolescent)

Adult Clients: Please complete left column only. **Parents:** Please complete both columns.

| | Parent, Legal Guardian, Adult Client or Representative | Parent or Legal Guardian, if applicable |
|----------------------|-------------------------------------------------------------------|----------------------------------------------------|
| Printed Name: | _____ | _____ |
| Relationship: | _____ (Self, mother, father, guardian, etc.) | _____ (Mother, father, guardian, etc.) |
| Cell Phone: | _____ | _____ |
| Email: | _____ (Please print email address neatly) | _____ |
| Street Address: | _____ | _____ |
| City, State and Zip: | _____ | _____ |
| Signature: | _____ | _____ |
| Today's Date: | _____ | _____ |

If you are an adult seeking services for yourself, please list your date of birth: _____

For Medicare clients, an employee of The Pratt Center must sign below:

Brendan Pratt, Ph.D., Licensed Psychologist

Date

Consent form effective starting on 9/1/2023