

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 direct supervision, testing technicians assist throughout the psychological testing process. Psychological tests may assess intelligence, adaptive functioning, academic skills, emotional functioning, attention, memory and other areas. A risk of testing is that it may identify problems that a client is facing, potentially raising negative feelings. Dr. Pratt’s principal place of business is 4 Main Street, Suite 110, Los Altos, CA 94022. 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.

Initial meeting is \$270 for a 50-minute session, pro-rated for actual time used.

School meetings (e.g., IEP and 504) 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 client decides to proceed with psychological testing within six months, the fee paid for the initial meeting is credited toward the pre-testing deposit. Estimated times and rates are shown below:

Psychological Testing	New Testing Clients	Returning Clients and Siblings
Clinician Hours	28 Hours	24 Hours
Psychological Testing Cost	\$7560	\$6480
Pre-Testing Deposit	\$3780	\$3240

The fee above for returning clients and siblings in the same household includes a \$1080 discount.

Psychological testing fee includes:

- Initial meeting, about 1.5 hours
- Teacher interviews and school observation
- Travel for a local school observation
- Testing sessions: 10-12 hours with client
- Interpretation of psychological tests
- Test protocols and scoring fees
- Review of records and previous testing
- Emails and phone calls needed for testing
- Preparation of detailed written report
- Final meeting, about 1.5 hours

Services billed separately:

Additional fees that are not included in the psychological testing rate are billed at \$270 for a 50-minute session. They include:

- IEP meetings and travel time
- 504 meetings and travel time
- Any clinical meetings without testing
- School observations without testing
- Observations of potential placements
- All other psychological services

Dr. Pratt accepts: (1) cash, (2) checks payable to The Pratt Center or (3) PayPal payments made through www.prattcenter.com. A fifty percent deposit is due at the initial meeting for psychological testing, and the balance is due at the final meeting. If a client decides to terminate testing, billing will include services provided prior to termination, and the deposit remainder, if any, will be refunded. Fees for other psychological services are payable at the time of service. If there are any potential legal disputes, custody issues or parental conflict, the full fee for psychological testing is due at the initial meeting. Pre-payment for services preserves Dr. Pratt's neutrality in the conflict.

Appointments not cancelled with 48-hour notice are billed at the full hourly rate, except as noted below for testimony. Dr. Pratt reserves the right to assign billings to collection agencies if accounts are more than ninety days past due. The client is responsible for legal fees and other costs related to the collection of outstanding accounts. Fees for services generally adjust annually, and returning clients will be required to sign an updated Consent for Treatment form to receive services.

Insurance Policies

Dr. Pratt does not accept insurance or comply with their policies in any way. He does not call, write, fax 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 does not complete insurance forms, regardless of what is on the form (e.g., pre-authorization forms, treatment plans, etc.). Dr. Pratt will not enter into contracts with insurance companies, including single-case agreements. 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, record review, achievement tests, legal proceedings, telephone sessions, emails, travel time, etc.).

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 client must request it 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.

Supervision of Minors

If the client has not yet reached the age of 18, a parent or legal guardian is responsible for ensuring the client's safety whenever the client is not in session with Dr. Pratt.

A parent or legal guardian may determine that the client is sufficiently old and responsible to be left unsupervised. In such cases, the parent or legal guardian assumes responsibility for the client's safety and shall remain immediately reachable by cell phone while away from The Pratt Center.

Dr. Pratt does not assume responsibility for supervising the client before the session, during breaks or after the session. Dr. Pratt does not supervise the client in the waiting room, hallways, stairways, elevator, restrooms, sidewalks or parking areas. There are potential hazards including street traffic, an elevator shaft and staircases that require parent supervision for some children. During parent meetings, children may not remain in the waiting room unattended.

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 client may leave a message for The Pratt Center clinical director by calling 650-949-2997.

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. The Pratt Center 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; however, Dr. Pratt reserves the right to share all information with other staff or contractors of The Pratt Center (e.g., bookkeeper, clinical director, therapist, testing technician, CPA, lawyer, etc.). All staff at The Pratt Center receive training 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 (e.g., child custody, civil lawsuits, due process hearings); investigation of criminal cases by law enforcement officials; malpractice lawsuits; Medicare audit, 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. If an exception to confidentiality appears to apply, Dr. Pratt will inform the client. If Dr. Pratt determines that there is a probability of imminent physical injury by the client to himself or herself, or there is a probability of immediate mental or emotional injury to the client, Dr. Pratt may disclose confidential mental health information to medical or law enforcement personnel.

Technology and Medical Records

Even with appropriate security, all electronic forms of data storage and communication have risks that may compromise confidentiality. Electronic communications might include faxes, emails, cell phone calls, voicemail messages, text messages and other forms. Cloud-based storage of confidential information is used for psychological test scoring, appointment scheduling, billing, file sharing and other functions. Separate companies safeguard client records, including but not limited to: paypal.com, dropbox.com, box.com, intuit.com, pearsonassessments.com, appointmentplus.com, etc. The Pratt Center does not control the security measures in place for any of these separate companies.

The Pratt Center is the owner of all materials created and/or used in providing services to clients. Materials may include paper charts, testing protocols, consent for treatment forms, developmental questionnaires, psychological testing reports, letters and other physical documents. Materials also include digital records such as emails, faxes, slides, audio files, voicemails, databases, reports, electronic chart notes and other digital records.

Medical records are generally available to clients, parents of minors or legal guardians, 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.

If a client opts to use social media in connection with The Pratt Center, that information may not be confidential. Twitter follows, Facebook likes, Google+ circles, LinkedIn Connections, Yelp reviews and other online activities are not confidential.

Educational Services

Dr. Pratt is available to consult with the client's family and school personnel regarding the educational needs of the client. These services may include school observations, placement recommendations and attendance at school meetings. Dr. Pratt will generally record school meetings to reduce strain from handwriting, ensure there is an accurate record and to allow participants to listen without needing to take written notes. Psychological testing does not guarantee that a client will have a diagnosis. There is also no guarantee that a client will qualify for special education services, which is the decision of an IEP team. Dr. Pratt's candid professional opinion will be provided at school meetings, regardless of whether it supports the client's position. That is, Dr. Pratt will support an appropriate educational program even if it is not the program that the parents might desire. Public school districts may reimburse the family for an Independent Educational Evaluation (IEE). The family pays The Pratt Center directly for all services, and the district may opt to reimburse the family. Dr. Pratt is not responsible for collecting money from the district.

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

Testimony

The client may request Dr. Pratt's testimony at a legal proceeding (e.g., due process, custody, civil, criminal, depositions, interrogatories, asserting privilege, etc.). The testimony is billed at \$324 per 60-minute hour (i.e., \$270 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 client is responsible for payment of these fees. The client is responsible for payment, regardless of the testimony provided or the outcome of the case. Cases will not be taken on a contingency fee basis.

Record review, attorney consultations and other testimony preparation is billed separately from any other service at the rate of \$324 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 cancelled before the scheduled testimony, then billing will apply to services provided prior to cancellation, and the remainder of the deposit, if any, shall be refunded. If Dr. Pratt does testify, any unused portion of the deposit shall be refunded, or any additional fees not covered by the deposit shall be billed. There is not a 48-hour cancellation policy for testimony, provided the client, attorney or judge informs Dr. Pratt immediately upon learning that testimony is cancelled.

The client 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 or the attorney's arguments. Dr. Pratt will comply with court orders.

Medicare Private Contract for Services

The Pratt Center 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 at The Pratt Center. The terms and provisions of this Medicare Private Contract for Services apply to a client who is eligible for Medicare or who becomes eligible during the period in which the client receives services at The Pratt Center.

This Private Contract for Services is between Dr. Pratt and the client (Medicare beneficiary or legal representative). 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 he 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 he or she 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 he or she 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 him or her and 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.

Professional Standards

Dr. Pratt complies with laws and regulations related to work as a 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 client 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" and/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 for Treatment form, and I have had the opportunity to ask any questions. I have been offered a printed copy of this consent form, and I understand that the form is available on The Pratt Center website at www.prattcenter.com.

