

Consent for Treatment and Private Contract for Services: *Psychotherapy and Psychological Services*

Welcome to The Pratt Center, a Professional Psychology Corporation. Clinicians at The Pratt Center are licensed psychologists or licensed clinical social workers. They provide psychotherapy to children, adolescents, adults, couples and families. They help clients to recognize their emotions, express them in a healthy way and adapt to challenges in their lives. The goals of psychotherapy include improved relationships (e.g., family, friends, co-workers), increased ability to manage emotions, enhanced enjoyment of life and improved ability to achieve goals. A risk of psychotherapy is that it may involve discussing unpleasant thoughts and feelings.

In this document, the term “clinician” refers to the undersigned employee of The Pratt Center whose principal place of business is 4 Main Street, Suite 110, Los Altos, California 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.

Emergencies and After-Hours

The Pratt Center is an outpatient clinic, providing services to individuals and families who are stable enough to be treated safely in an outpatient setting. We do not provide 24 hour on call crisis coverage. Each clinician uses a confidential voicemail box that can be accessed by dialing The Pratt Center number, 650-949-2997. The clinician attempts to return calls and emails quickly; however, the clinician may not work at The Pratt Center every weekday and may not respond until the next scheduled work day at The Pratt Center. If there is a client crisis that cannot safely wait for a return call, please call 911 or go to the nearest hospital.

The clinician may be reached by email; however, The Pratt Center cannot guarantee confidentiality of email communications. While email can be helpful for scheduling appointments and conveying brief information, it is not an effective way to discuss clinical issues. Pratt Center clinicians will attempt to respond to emails in a timely manner, but they may not be able to return an email until their next scheduled day in the clinic.

Fees for Psychotherapy

Psychotherapy for a 50-minute session is \$200 for a licensed psychologist and \$170 for a licensed clinical social worker, and longer sessions are pro-rated for actual time used. The clinician accepts: (1) cash, (2) checks payable to The Pratt Center or (3) Paypal payments through www.prattcenter.com. Payment is due at the time of service, and prepayments may be made by check or credit card. Fees generally adjust for inflation annually, at which time the client will be required to sign an updated Consent for Treatment form in order to continue to receive services at The Pratt Center.

Missed appointments and appointments not cancelled with 48 hours advanced notice are billed at the full hourly rate, except for testimony as described below. The clinician 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.

The client has the right at any time to terminate services at The Pratt Center without notice. Likewise, consistent with applicable legal and ethical standards, the clinician reserves the right to terminate the provision of services. In either case, the clinician will refer the client to other providers if appropriate. Upon termination of services, all fees incurred prior to termination will be fully payable, and any unused pre-paid money will be refunded to the client.

Insurance Policies

The clinician does not accept insurance, and the clinician will not call, write or fax insurance companies. Rather, the clinician provides information to the client that the client may forward to an insurance company, such as an itemized invoice. The clinician can provide one monthly invoice per client, and The Pratt Center does not divide invoices when there are two households. **The client must request this information from the clinician directly as the clinician will not respond to requests from insurance companies.**

Insurance companies set the rules for reimbursement, and the clinician cannot provide any assurance that services will be covered by insurance. The clinician is not on any provider panels, and the clinician will not enter into contracts with insurance companies, including single-case agreements. The clinician will not delete, include or alter any information on an invoice in order to qualify for or increase reimbursement. Insurance companies will only reimburse if they deem that the services are medically necessary; for instance, insurance companies generally do not reimburse for educational services, school meetings or legal proceedings. They also may not reimburse for telephone calls, emails, travel time and other services.

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 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 The Pratt Center/clinician 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. The clinician has informed the client that the clinician has opted out of the Medicare program effective on January 1st, 2016, for a period of two years and will opt out again before January 2018. The clinician 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 the clinician's charges for all services furnished by the clinician and acknowledges that clinician will not submit a Medicare claim for services.
2. The client understands that Medicare limits do not apply to what the clinician may charge for items or services furnished by the clinician.
3. The client agrees not to submit a claim to Medicare or to ask the clinician to submit a claim to Medicare.
4. The client understands that Medicare payment will not be made for any items or services furnished by the clinician 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.
9. This private contract for services shall be made available to the Centers for Medicare and Medicaid Services (CMS) upon request.

Professional Standards

The clinician complies with laws and regulations applicable to his or her profession, including those of the Board of Psychology and the Board of Behavioral Sciences. The clinician follows ethical guidelines of his or her profession, including those of the American Psychological Association and the National Association of Clinical Social Workers. If there is a concern with services at The Pratt Center, please speak to the clinician who provided the service or to The Pratt Center CEO, Dr. Brendan Pratt. We attempt to resolve matters directly, but the client has the right to contact the California Board of Psychology at (916) 574-7720 or the Board of Behavioral Sciences at (916) 574-7830.

Confidentiality, Privilege, Technology and Medical Records

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. Policies at The Pratt Center provide the client with a higher level of privacy than the HIPAA law requires.

Information shared with the clinician is generally confidential and may be legally privileged; however, the clinician reserves the right to share all information with other staff of The Pratt Center (e.g., CEO, bookkeeper, clinical director, therapists, testing technicians, etc.). All staff at The Pratt Center receive training regarding safeguarding 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 or licensing complaints. There is generally no privilege in a legal case in which the client's mental status is at issue, such as disability determination. If an exception to confidentiality appears to apply, the clinician will inform the client.

If the clinician 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, the clinician may disclose relevant confidential mental health information to medical or law enforcement personnel.

Even with appropriate security, use of computers and the internet entail risks. Electronic forms of communication (e.g., MP3 recordings, fax, email, cell phone, voicemail, text messages, online scheduling, Paypal, etc.) have risks that may compromise confidentiality.

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

The Pratt Center is the owner of all materials used and/or created in providing services to clients. Materials may include paper charts, files, testing protocols, Consent for Treatment forms, psychological testing reports, letters and other documents. Materials also includes digital records such as emails, faxes, PowerPoint presentations, MP3 files, voicemails, databases and other digital records. The clinician stores all materials securely.

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

Supervision of Minors

If the client has not yet attained 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 the clinician.

A parent or legal guardian should remain in the waiting room throughout the session. The clinician does not assume responsibility for supervising the client before the session, during breaks or after the session. The clinician does not supervise the client in the waiting room, hallways, stairways, elevator, restrooms, sidewalks or parking areas. A parent or legal guardian may determine that the client is sufficiently old and responsible to be left unsupervised; however, the parent or legal guardian assumes responsibility for the client's safety and must remain immediately reachable by cell phone if he or she elects to leave The Pratt Center during a session. **For parent meetings, children may not remain in the waiting room.**

Educational Services

The clinician may be available to consult with the client and school personnel regarding the educational needs of the client. These services may include school observations, placement recommendations and attendance at school meetings. The clinician will generally electronically record school meetings on behalf of the client to ensure there is an accurate record. The clinician's professional opinion will be provided in a candid manner at school meetings, regardless of whether it supports the client's position.

Testimony

The client may request the clinician's testimony at a legal proceeding (e.g., due process, custody, civil, criminal, depositions, interrogatories, asserting privilege, etc.). The testimony is billed at \$480 per 60-minute hour for a licensed psychologist and \$408 for a licensed clinical social worker. There is a four-hour minimum charge as the clinician is required to block out time to appear at a hearing, even if the clinician is not called to testify. If the clinician 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 \$240 per 60-minute hour for a licensed psychologist and \$204 for a licensed clinical social worker; and these fees apply even if the clinician is not called to testify.

Testimony preparation and court appearances are time consuming, and a \$5,000 deposit is required before testimony preparation can begin. If the clinician is informed that the court testimony is canceled before the scheduled testimony, then billing will be made for services provided prior to cancelation, and the remainder of the deposit, if any, shall be refunded. If the clinician 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 informs the clinician immediately after the client learns that testimony is canceled.

The client agrees that the clinician may speak openly with the client's attorney about all matters and will comply with court orders. During attorney consultations and testimony, the clinician's professional opinion will be provided in a candid manner, regardless of whether it supports the client's case.

Consent for Treatment

The undersigned hereby assumes all obligations set forth in this Consent for Treatment of "client", "parent(s)", "legal guardian(s)", "beneficiary" and/or "legal representative, as applicable.

I understand and agree to abide by all policies described herein. I have read the entirety of this Consent for Treatment form, and I have had the opportunity to ask any questions. 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.

Information about Minors

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

Name of Client: _____ Client Date of Birth: _____

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

	Parent or Legal Guardian / Adult Client or Representative	Parent or Legal Guardian
Printed Name:	_____	_____
Signature:	_____	_____
Today's Date:	_____	_____
Cell Phone:	_____	_____
Other Phone:	_____	_____
Email:	_____	_____
Street Address:	_____	_____
City, State and Zip:	_____	_____

If you are an adult client, please list your date of birth: _____

If you are not the client, indicate your relationship to the client below (e.g., mother, father, guardian, legal representative, etc.):

Employee of
The Pratt Center: _____

Doc. Rev. 1/1/2016

Signature of Clinician

Date