

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

Welcome to the practice of Dr. Sara Saatchi. Dr. Saatchi is a licensed psychologist (PSY23353) who provides psychotherapy to children, adolescents, adults and families. She helps 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, 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.

Dr. Saatchi works as a sole proprietor, and her principal place of business is 4 Main Street, Suite 110, Los Altos, California 94022. Although she leases space from The Pratt Center, she has no other legal affiliation with The Pratt Center. In this document, 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

Dr. Saatchi provides services to individuals and families who are stable enough to be treated safely in an outpatient setting. She does not provide 24 hour on-call crisis coverage. She attempts to return calls and emails quickly; however, she may not respond until her next scheduled workday, which may sometimes be more than 1 business day. If there is a client crisis that cannot safely wait for a return call, please call 911 or go to the nearest hospital.

Fees for Psychotherapy

Psychotherapy for a 50-minute session is \$200. Dr. Saatchi accepts: (1) cash, (2) checks payable to Dr. Sara Saatchi (3) Paypal payments. Payment is due at the time of service, and may be denied if payment is not made prior to the start of the session. For your convenience, prepayments may be made by check or credit card. Fees generally adjust annually, and the client will be notified of any change in writing, usually during a session before the rate increase is set to take effect. An updated Consent for Treatment form may be required at Dr. Saatchi’s discretion, in order to continue to receive services with Dr. Saatchi. Missed appointments and appointments not cancelled with 24 hours advanced notice are billed at the full hourly rate. Dr. Saatchi 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 without notice. Likewise, consistent with applicable legal and ethical standards, Dr. Saatchi reserves the right to terminate the provision of services. In either case, she 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

Dr. Saatchi does not accept insurance, and she will not call, write or fax insurance companies. Rather, she provides information to the client that the client may forward to an insurance company, such as an itemized invoice. She provides one monthly invoice per client, and she does not divide invoices when

there are two households. **The client must request this information from Dr. Saatchi directly as Dr. Saatchi will not respond to requests from insurance companies.**

Insurance companies set the rules for reimbursement, and Dr. Saatchi cannot provide any assurance that services will be covered by insurance. Dr. Saatchi will not delete, include or alter any information on an invoice in order to qualify for or increase reimbursement.

Medicare Private Contract for Services

Dr. Saatchi 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. Saatchi. 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 with Dr. Saatchi.

This private contract for services is between Dr. Saatchi 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. Saatchi has informed the client that Dr. Saatchi 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. Dr. Saatchi 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. Saatchi's charges for all services furnished by Dr. Saatchi and acknowledges that clinician will not submit a Medicare claim for services.
2. The client understands that Medicare limits do not apply to what Dr. Saatchi may charge for items or services furnished by Dr. Saatchi.
3. The client agrees not to submit a claim to Medicare or to ask Dr. Saatchi 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. Saatchi that would have otherwise been covered by Medicare if there were 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

Dr. Saatchi complies with laws and regulations applicable to licensed psychologists, including those of the Board of Psychology. Dr. Saatchi follows ethical guidelines of the American Psychological Association. If there is a concern with services, please speak to Dr. Saatchi. She attempts to resolve matters directly, but the client has the right to contact the California Board of Psychology at (916) 574-7720.

Confidentiality, Privilege, Technology and Medical Records

Dr. Saatchi is not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) because she does not bill insurance companies electronically.

Information shared with Dr. Saatchi is generally confidential and may be legally privileged; however, there are other exceptions to confidentiality that are allowed or mandated by law. 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. Dr. Saatchi will make her best effort to comply with all applicable privacy rules, while complying with lawful requests for information, or obligations to disclose. If an exception to confidentiality appears to apply, Dr. Saatchi will make her best effort to inform the client, if in her sole discretion she deems it appropriate.

If Dr. Saatchi 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. Saatchi may disclose relevant confidential mental health information to medical or law enforcement personnel. In addition relevant family members may be notified if they are deemed able to offer additional protection.

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, Paypal, etc.) have risks that may compromise confidentiality.

If a client opts to use social media in connection with Dr. Saatchi, material may not be confidential. Yelp reviews and other online activities are generally not confidential.

Dr. Saatchi uses a secure online record keeping system that is specifically designed for psychologists and is HIPPA Compliant. The database is fully encrypted and data is backed up regularly on servers with powerful firewalls. If you would like additional information about this, inform Dr. Saatchi can provide the site's privacy policy.^P

Dr. Saatchi is the owner of all materials used and/or created in providing services to clients to the full extent legally permissible. Materials may include paper charts, files, testing protocols, consent for treatment forms, letters and other documents. Materials also include digital records such as emails, faxes, MP3 files, voicemails, databases and other digital records. Dr. Saatchi makes her best effort to store 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.

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 Dr. Saatchi.

A parent or legal guardian should remain in the waiting room throughout the session. Dr. Saatchi does not assume responsibility for supervising 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 in which case the parent or guardian assumes responsibility for the client's safety and must remain immediately reachable by cell phone if he or she elects to leave the building.

Testimony

Dr. Saatchi does not provide testimony in court due to the disruption it causes to the therapeutic process.

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.

Child Clients:

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

Name of Client: _____ Client Date of Birth _____

Parents: Please complete both columns

Adult Clients: Please complete left column

Parent or Legal Guardian /
Adult Client or Representative

Parent or Legal Guardian

Printed Name: _____

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: _____

Signature _____

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