

Jill Krafts, LCSW

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

Welcome to the practice of Jill Krafts, LCSW. Ms. Krafts is a licensed clinical social worker (LCS21789) who provides psychotherapy to adolescents and adults. 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.

Ms. Krafts 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

Ms. Krafts provides services to individuals 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 work 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. Ms. Krafts accepts: (1) cash, (2) checks payable to Jill Krafts, LCSW, or (3) Credit card payments online through her website, www.jillkraftslcsw.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 with Ms. Krafts. Missed appointments and appointments not cancelled with 48 hours advanced notice are billed at the full hourly rate. Ms. Krafts 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, Ms. Krafts 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

Ms. Krafts 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. Upon request, 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 Ms. Krafts directly as Ms. Krafts will not respond to requests from insurance companies.**

Insurance companies set the rules for reimbursement, and Ms. Krafts cannot provide any assurance that services will be covered by insurance. Ms. Krafts is not on any provider panels, and Ms. Krafts will not enter into contracts with insurance companies, including single-case agreements. Ms. Krafts 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

Ms. Krafts 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 Ms. Krafts. 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 Ms. Krafts.

This private contract for services is between Ms. Krafts 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. Ms. Krafts has informed the client that Ms. Krafts 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. Ms. Krafts 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 Ms. Krafts's charges for all services furnished by Ms. Krafts, and acknowledges that clinician will not submit a Medicare claim for services.

2. The client understands that Medicare limits do not apply to what Ms. Krafts may charge for items or services furnished by Ms. Krafts.
3. The client agrees not to submit a claim to Medicare or to ask Ms. Krafts to submit a claim to Medicare.
4. The client understands that Medicare payment will not be made for any items or services furnished by Ms. Krafts 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

Ms. Krafts complies with laws and regulations applicable to licensed clinical social workers, including those of the Board of Behavioral Sciences. Ms. Krafts follows ethical guidelines of the National Association of Social Workers. If there is a concern with services, please speak to Ms. Krafts. She attempts to resolve matters directly, but the client has the right to contact the California Board of Behavioral Sciences at (916) 574-7830.

Confidentiality, Privilege, Technology and Medical Records

Ms. Krafts is not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) because she does not bill insurance companies electronically. Policies in Ms. Krafts's practice provide the client with a higher level of privacy than the HIPAA law requires.

Information shared with Ms. Krafts 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. If an exception to confidentiality appears to apply, Ms. Krafts will inform the client.

If Ms. Krafts 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, Ms. Krafts 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 Ms. Krafts, material may not be confidential. Twitter follows, Facebook likes, Google+ circles, LinkedIn Connections, Yelp reviews and other online activities are generally not confidential.

Ms. Krafts 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, letters, and other documents. Materials also includes digital records such as emails, faxes, PowerPoint presentations, MP3 files, voicemails, databases, and other digital records. Ms. Krafts 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.

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 Ms. Krafts.

A parent or legal guardian should remain in the waiting room throughout the session. Ms. Krafts does not assume responsibility for supervising the client before the session, during breaks, or after the session. Ms. Krafts 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 building.

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 client is 18 or older, please skip to next section)

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

Name of Client: _____

Client's Date of Birth: _____

Client's Cell Phone: _____

Client's Email: _____

Adult Client or Parent/Legal Guardian of Minor Client

Name: _____

Relationship to Client: _____

(Please continue to next page)

Street Address: _____

City, State and Zip: _____

Cell Phone: _____

Other Phone: _____

Email: _____

Signature: _____

Today's Date: _____

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

Signature of Ms. Krafts

Date

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