

KDutt, LLC
Komal Dutt, Ph.D., Director
Licensed Psychologist # 5167

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THERAPIST-PATIENT SERVICES AGREEMENT

Welcome to KDutt, LLC, a group practice offering psychological services. Dr. Komal Dutt, a Licensed Psychologist, is the Director. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. A paper copy will be offered to you in my office and a copy is posted on my website. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information.

Although this Agreement and the separate Notice are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will represent an agreement between us.

You may revoke this Agreement in writing at any time. That revocation will be binding on us unless action has been taken in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Dr. Dutt's counseling/psychotherapy is based primarily on tenets of Self-Psychology and Humanistic psychologies. Therefore, her goals are determined by the goals the clients see for themselves and are often based on symptom management. Her approach is collaborative in nature and as part of treatment she strives to balance between validation, compassion, and problem solving.

APPOINTMENTS

A scheduled appointment means that a 60-minute time is reserved only for you. Typically appointments are scheduled weekly but this can vary. If an appointment is missed or canceled with less than 24 hours notice, you will generally be billed directly according to the scheduled fee. An exception to this policy may be made if an emergency arises. If you are utilizing insurance, be aware that they will not reimburse for missed appointments.

CONTACT INFORMATION

Contact information for this office and Dr. Dutt is listed on the first page of this document. For most issues please call your therapist's number listed on their business card. Note that we are often not available immediately by telephone, due to our work schedule. We typically do not answer the phone during session. If you contact us by e-mail please be aware that it may not be confidential and that we are not guaranteed to receive your communication in a timely fashion.

Our office hours vary weekly and we will discuss this when planning ahead for appointments. Dr. Dutt generally does not work on Sundays and major holidays. When we are not in the office we check our messages on a regular basis. Please note that although we will do our best to return your call within a few hours in the daytime during the week, we are not always available immediately. We will make every effort to return your call on the same day you make it. If you are difficult to reach, please leave some times when you will be available. In a crisis situation, if you cannot reach us, please contact your primary care physician or the local emergency room. When Dr. Dutt is away for an extended period, she may provide the name of a colleague on her outgoing voice mail to contact, if necessary.

PROFESSIONAL FEES

The fee for professional services is \$175 for the first session and \$150 per session thereafter, for which we reserve the right to renegotiate a fee increase after one year. If you are accessing your managed care benefits, Dr. Dutt has contracted with your insurance company to accept their rates and you may be responsible for a co-payment.

Our policy is to charge on a prorated basis for other professional services that you may require such as report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals, preparation of records or treatment summaries, and the time required to perform any other service which you may request. If you become involved in legal proceedings that require our participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, the charge is \$250 per hour for preparation and attendance at any legal proceeding.

PAYMENTS

Payments and co-payments are due at the time services are rendered, unless we agree otherwise. You may pay by cash or check. Please make checks payable to: KDutt, LLC. A charge on all returned checks will be billed to you in the amount consistent with current bank charges. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, a fee adjustment or payment installment plan may be negotiated.

If you are accessing your out-of-network benefits, we may be willing to bill from this office. You would then be required to pay us in full up to your deductible and the co-insurance thereafter. Alternatively, you will be provided with a statement of services rendered along with the fees for you to submit, customarily on a monthly basis.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims

court. This will require us to disclose otherwise confidential information. If such legal action is necessary, its costs will be included in the claim. One such cost for use of a collection agency will be an additional fee of fifty dollars (\$50) or 20% of the balance owed, whichever amount is greater.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers. If your plan limits the number of sessions that you may utilize, it is your responsibility to keep an accounting of this across all of your mental health providers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above [unless prohibited by contract]. Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it.

An insurance company or other third-party payor regulated under New Jersey law may request that the patient authorize the psychologist to disclose certain

confidential information to the third-party payor in order to obtain benefits, *only if* the disclosure is pursuant to a valid authorization (see below) and the information is limited to:

1. Administrative information (i.e., patient's name, age, sex, address, educational status, identifying number, date of onset of difficulty, date of initial consultation, dates and character of sessions (individual or group), and fees);
2. Diagnostic information (i.e., therapeutic characterizations as found in the APA's Diagnostic and Statistical Manual of Mental Disorders (DSM), or other professionally recognized diagnostic manual);
3. The patient's status (voluntary or involuntary; inpatient or outpatient);
4. The reason for continuing psychological services, limited to an assessment of the patient's current levels of functioning and distress (both described by terms of mild, moderate, severe or extreme); and
5. A prognosis, limited to the estimated minimal time during which treatment might continue.

A valid authorization under this statute shall:

1. be in writing;
2. specify the nature of the information to be disclosed, the person authorized to disclose the information, to whom the information may be disclosed, the specific purposes for which the information may be used, both at the time of disclosure and at any time in the future;
3. specify that the patient is aware of the his or her right to confidential communications under psychologist-patient privilege;
4. be signed by the patient, or the person authorizing disclosure (e.g., the patient's parent, guardian or legal representative); and
5. contain the date that the authorization was signed.

If the third-party payor has reasonable cause to believe that the psychological treatment in question may be neither usual, customary nor reasonable, the third-party payor may request, in writing, and compensate reasonably for, an independent review of such treatment by an independent review committee.

You should be aware that if your health benefits are provided by a self insured employee benefit plan or other arrangement regulated by the federal ERISA statute, such plan will have considerably more access to information in your Clinical Record. If you have any question about the nature of your health benefits, you should contact the group that provides the benefits for you.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a mental health professional. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you

provide written, advance consent. **Your signature on this Agreement provides consent for those activities, as follows:**

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of a patient. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that we practice with other mental health professionals at times and that we employ an administrative staff. In most cases, we need to share protected information with these individuals for clinical and administrative purposes, such as scheduling, billing and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member. All of the mental health professionals are bound by the same rules of confidentiality.
- We also have a contract with an electronic billing service. As required by HIPAA, we have a formal business associate contract, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with a copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where we are permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your (or your legal representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a worker's compensation claim related to the services we are providing, we may, upon appropriate request, disclose protected information to others authorized to receive it by the workers' compensation law.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If we have reasonable cause to believe that a child has been subject to abuse, the law requires that we must report it to the Division of Child Protection and Permanency (DCPP). Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to believe that a vulnerable adult is the subject of abuse, neglect or exploitation, and we believe that the disclosure is necessary to prevent serious harm to the patient or other potential victims, we may report the information to the county adult protective services provider. Once such a report is filed, we may be required to provide additional information.
- If a patient communicates a threat, or if we believe the patient presents a threat of imminent serious physical violence against a readily identifiable individual, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If we believe the patient presents a threat of imminent serious physical harm to him/herself, we may be required to take protective actions. These actions may include contacting the police or others who could assist in protecting the patient or seeking hospitalization for the patient.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or when another individual (other than another health care provider) is referenced and we believe disclosing that information puts the other person at risk of substantial harm, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, we are allowed to charge a copying fee of \$1.00 per page and to charge for certain other expenses like postage for example. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request. Note that records are only released if the account has a zero balance.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the Notice form, and my privacy policies and procedures. We are happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child’s treatment records unless we decide that such access is likely to injure the child, or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child’s records. If they agree, during treatment, we will provide them only with general information about the progress of the child’s treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child’s treatment when it is complete. Any other communication will require the child’s Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of my concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE OR DECLINED A PAPER COPY.

Printed Patient Name

Signature

Date

Printed Name of Spouse, Parent or Other if Applicable (Please indicate relationship)

Signature

Date

ASSIGNMENT OF BENEFITS (If this office is billing and accepting payment)

I hereby assign my mental health benefits to Dr. Komal Dutt.

Patient Signature

Therapist printed name

Therapist signature

(Form Revised 09/2013)