



Associates for Counseling and Educational Services L.L.C.

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PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to our practice. 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), concerning the use and disclosure of the Protected Health Information (PHI). 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. The Notice, which is attached to this Agreement, 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 these documents are long and sometimes complex, it is very important that you read them carefully before your first session (or, if you are a current client, at your next session). We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action 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

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and patient, and the particular problems you are experiencing. There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has many benefits. Therapy leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve a discussion of your needs. We will be able to offer you some first impressions of what our work will include and develop a treatment plan, if you decide to continue with therapy.

You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a commitment of time, money and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

TESTING AND FORMAL EVALUATIONS

If you have asked that formal testing and evaluation be conducted, or if you have been court ordered or directed by a legal agency such as the Department of Children and Youth to be evaluated, you understand the following:

1. These services may include direct contact, interviewing, testing, observation, collateral interviews and court testimony. They may also include the time required for reading the records, consulting with other psychologists and professionals, interviewing collateral sources of information, scoring, interpreting the results, report writing, and other activities to support these services.
2. The procedures for selecting, giving, and scoring tests, interpreting and storing the results, will be carried out in accordance with the rules and guidelines of the American Psychological Association and other professional organizations.
3. Tests will be chosen that are suitable for the purposes described above (i.e.: their reliability and validity for these purposes and population have been established). The results will be interpreted according to scientific findings and guidelines from scientific and professional literature.
4. You agree to help as much as possible by supplying full answers, making an honest effort, and working as best you can to ensure accurate findings.

MEETINGS (FOR STANDARD PSYCHOTHERAPY)

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, a decision will be made as to whether your therapist is the best person to provide these services you need in order to meet your treatment goals. If psychotherapy has begun, we will usually schedule one 45-minute session per week at a time we agree on, although it may be necessary to have longer or more frequent sessions.

Once an appointment is scheduled you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. Monday appointments must be canceled by 5pm Saturday evening, if necessary please leave a message. It is important to note that insurance companies do not provide reimbursement for canceled or missed sessions.

If you are 20 minutes or more late for an appointment and you do not call the office to say you will be late, your appointment will be canceled and you will be charged.

PROFESSIONAL FEES

Your session fee is \$ ___ per 45 minute session. In addition to weekly appointments, additional fees may be charged for other professional services, you may need. Other services include psychiatric services such as evaluation and medication reviews, report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals (with your permission) preparation of records or treatment summaries, and the time spent performing any other service you may request of us. Testing and evaluation fees, fees for court evaluations and

appearances and fees for psychiatric services are separate from weekly sessions and will be disclosed to you when and if these other services are requested. You will need to sign an additional agreement for additional services.

Clients are responsible for prompt payment at the time of service for all sessions or other services including sessions not cancelled with the appropriate notice. (When an appointment is scheduled, it represents a "hold" on the therapist's time. In effect, the patient "rents" the therapy room for that time and that time cannot be used for any other purpose. Charges for the sessions are not punishments; they are compensation to the practice for this reserved time period. Sessions are therefore charged; regardless of the reason a session was missed.).

CONTACTING US

Due to our work schedule, therapists are often not immediately available by telephone. There is generally someone in the office normal business hours, Monday through Friday to take calls and respond to your inquiries. Our telephone is answered by an administrative assistant or by voicemail. If you are difficult to reach, please inform us of some times when you will be available. Your therapist will not answer the telephone when they are with a client; however, when your therapist is available they will make every effort to return your call the same day you make it, with the exception of weekends and holidays.

If your therapist will be unavailable for an extended time, they will provide you with the name of a colleague to contact, if necessary.

EMERGENCIES: While every effort is made to check messages frequently and return calls promptly, this is not an acute care facility. This means that there is no emergency service, for example in the evening or on weekends or holidays. Clients are urged, in an emergency, to go to their local hospital emergency room and ask to speak to a psychiatrist or mental health crisis worker on call. In the Central and Upper Bucks County area, the mental health crisis number is for Lenape Valley Foundation, 215-345-5327. In Lower Bucks County, the mental health crisis number for Penn-Dell Mental Health is 215-752-1541. In the case of children under 18, patients may also call Foundations Behavioral Health at 215-345-0444 and speak to the crisis worker. Patients of all ages may call the Horsham Clinic 1-800-237-4447.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychotherapist. In most situations, we can only release information about your treatment to others if you sign an 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 the patient. The other professionals are also legally bound to keep the information confidential. We will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologists Policies and Practices to Protect the Privacy of Your Health Information).

- You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share your PHI with these individuals for both clinical and administrative purposes, such as scheduling, billing, diagnosis and quality assurance. All the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without your permission.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient seriously threatens to harm himself/herself, we may be obligated to seek alternative treatments for him/her, or to contact family members or others who can help provide protection.

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

- If you're involved in a court proceeding and the request is made for information concerning the professional services we provide to you, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your 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 will 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 the patient in order to defend ourselves.
- If we are treating a patient who files a worker's compensation claim, we may, upon appropriate request, be required to provide otherwise confidential information to your employer.

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

- If we have reason to suspect that a child who we are evaluating or treating is being physically or sexually abused, the law requires that we file a report with the appropriate government agency, usually the Department of Public Welfare. Once such a report is filed, we may be required to provide additional information.
- If we have reason to believe that an elderly person is in need of protective services (regarding abuse, neglect, exploitation or abandonment) the law requires us to report this to appropriate authorities, usually the Department of Aging, in the case of an elderly person. Once such a report is filed, we may be required to provide additional information.
- If we believe that one of our patients presents a specific and immediate threat of bodily injury regarding a specifically identified or a reasonably identifiable victim, and he/she is likely to carry out the threat or intends to, we are required to take protective actions, such as warning the potential victim, contacting the police, or initiating proceedings for hospitalization.

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

FORENSIC CASES

Any testimony taken from a therapist, either by subpoena or request, deposition or court appearance, shall be reimbursed at the then current forensic rate (currently \$300.-\$400.per hour.) A retainer equal to seven hours must be paid in advance of any testimony. The client requesting testimony is responsible for payment. By signing this Agreement you waive any rights, you may have to compel unreimbursed testimony.

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

You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis if any, the goals that we set for treatment and your progress toward those goals. It also includes your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or where information has been supplied to us that others confidentially, or the record makes reference to another patient, and we believe that access is reasonably likely to cause substantial harm to such other person, 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 circumstances, we are allowed to charge a copying fee of \$.25 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your records, you have a right of review (except for information supplied to me confidentially by others) which we will discuss with you upon request.

In addition to the Clinical Record, we also keep a set of Psychotherapy Notes. These notes are for our own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, our analysis of those conversations, and how they impact on your therapy. They might also contain particularly sensitive information that you might reveal to your therapist that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Even in those cases, we are allowed by law to refuse to disclose the

Psychotherapy Notes. Insurance companies cannot require your authorization, to release these notes as a condition of coverage nor penalize you in any way for your refusal to provide it.

PATIENTS RIGHTS

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

MINORS & PARENTS

Patients under 14 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. Because privacy is often crucial to successful psychotherapy, particularly with teenagers, we sometimes request an agreement from parents that they rescind their access to their child's records. If they agree, during treatment, we will provide them with only general information about the progress of the child's treatment, and his or 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 our 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. Children 14 years and older, who consent to treatment, generally control their own records. In certain circumstances, they may prevent their parents' access.

PATIENT BILLING AND PAYMENTS TERMS

You are expected to pay for each session at the check-in time for that days' appointment. Payment schedules for services other than therapy will be provided when requested. Balances 30 days or more past due will accrue a 1.5% interest charge every month thereafter.

- A) Payment, if an invoice is required, is due within 14 days of the invoice date. Invoices shall be deemed to be accepted by you unless ACES is notified in writing within 14 days of the invoice being issued that you dispute the amount of the invoice.
- B) In the event of late payment, ACES may in addition to the invoice amount charge:
 - 1) Interest on any outstanding amounts from the due date will be calculated at the maximum penalty rate under Pennsylvania Law.
 - 2) Legal and debt collection fees incurred by ACES in relation to recovery of outstanding amounts. A \$30.00 flat charge as well as any additional collection service charges will be added.
- C) Where any part of your service account with ACES has fallen into arrears then the totality of that account whether or not in arrears shall become immediately due and payable.

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, which will require us to disclose otherwise confidential information

In most collection situations, the only information we release regarding a patient's treatment is his/her name, address, phone numbers, the nature of services provided, dates services rendered, and the amount due.

Clients will not be permitted to schedule new appointments if they have a balance due of more than one session. Exceptions to this rule may be negotiated with your therapist, but any agreements must be in writing.

Patients of Dr. Williard Shanken please note; effective as of January 1, 2009 there will be a \$25.00 charge to your account for any prescription(s) that Dr. Shanken needs to write or call in for you outside of your appointment. That is, if you fail to ask for a prescription while you are at an appointment or if you fail to see Dr. Shanken before your prescription runs out, the fee will apply.

INSURANCE REIMBURSEMENT

Clients are responsible for billing their own insurance company for reimbursement. Insurance may or may not reimburse a portion of the fees, depending upon coverage. Lack of insurance coverage does not affect the fee. Therapists will fill out insurance forms, if necessary, during regularly scheduled appointments, or else a fee may be charged.

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 we will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear up confusion, we are willing to call the company on your behalf. There may be a charge for this time.

You should also be aware that your contract with the health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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. By signing this Agreement, you agree that we can provide requested information to your carrier.

Policies and Practices to Protect the Privacy of your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for treatment, payment, and health-care operations

We may use or disclose your protected health information (PHI), for *treatment, payment, and health-care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- "*PHI*" refers to information in your health record that could identify you.
- "*Treatment, payment and health-care operations*"
 - *Treatment* is when we provide, coordinate or manage your health-care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is related to the reimbursement for your healthcare services. Examples include when we disclose your PHI to your health insurers to help you obtain reimbursement for your health care or to determine eligibility or coverage.
 - *Health-Care Operations* are activities that relate to the performance and operation of our practice. Examples of healthcare operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- "*Use*" applies only to activities within our office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "*Disclosures*" applies to activities outside of our office, such as releasing, transferring, and providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "*authorization*" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment and health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your psychotherapy notes.

"*Psychotherapy notes*" are notes, we have made about our conversation during a private, group, joint, or family counseling session, which we have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. In general psychotherapy notes are not available to you or to other individuals, even with your consent, as they contain your therapist's personal observations and insights and are for the therapist's own use in conducting therapy. In rare circumstances, your therapist may agree to release these notes to you or your representative with your signed consent.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have

relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to consent the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If we have reasonable cause, on the basis of our professional judgment, to suspect abuse of children with whom we come into contact in our professional capacity, we are required by law to report this to the Pennsylvania Department of Public Welfare.
- **Adult and Domestic Abuse:** If we have reasonable cause to believe that an older adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), we may report such to the local agency which provides protective services.
- **Judicial or administrative proceedings:** If you are involved in a court proceeding and a request is made about the professional services we provided you or the records thereof, such information is privileged under state law, and we will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for third-party (for example, Department of Children and Youth) or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious threat to health or safety:** If you express a serious threat, or intent to kill or seriously injure an identified or readily identifiable person or group of people, and we determine that you are likely to carry out the threat, we must take reasonable measures to prevent harm. Reasonable measures may include directly advising the potential victim of the threat or intent.
- **Worker's compensation:** If you file a worker's compensation claim, we will be required to file periodic reports with your employer which shall include, where pertinent, history, diagnosis, treatment, and prognosis.

IV. Patient's Rights and Psychotherapist's Duties

Patient's Rights:

- *Rights to Request Restrictions* - You have the right to request restrictions on certain uses and disclosures of Protected Health Information about you. However, we are not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations*- You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing us. Upon your request, we will send your bills to another address.)

- *Right to Inspect and Copy*- You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI, under certain circumstances, but in some cases, you may have this decision reviewed. On your request, we will discuss with you the details of the request and cannot process. We may charge a reasonable fee for the time and supplies needed to make copies of your PHI including postage if applicable.
- *Right to Amend* - You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.
- *Write to an Accounting* - You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorized (as described in Section III of this Notice). On your request, we will discuss with you the details of the accounting process.
- *Right to a Paper Copy* - You have a right to obtain a paper copy of the Notice from me upon request, even if you have agreed to receive the Notice electronically.

Psychotherapist's Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this Notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- We reserve the right to revise our policies regarding how we handle PHI. If we revise our policies and procedures, we will notify you in person and your first session following the imposition of the new policies or, if you are no longer a patient, we will notify you by mail at your address of record. We will only notify former patients of revisions in policies if the revisions materially affect your rights under HIPAA.

V. Complaints

If you are concerned that we have violated your privacy rights, or you disagree with the decision we made about access to your records or if you have any other concerns, you may contact John M. Shanken-Kaye, Ph.D. at 200 S. Clinton St., Doylestown, PA, 18901, or the then current address of this practice.

You may also send a written complaint to the Secretary of the U. S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

VI. Effective date

This notice will go into effect on **February 2, 2010**.