

Kelley Butler, LCSW
Licensed Clinical Social Worker
License # 19697
2277 Townsgate Rd. Suite 102
Westlake Village, CA 91361

THERAPIST-CLIENT SERVICES AGREEMENT

INTRODUCTION

This Agreement is intended to provide _____ (herein "Client") with important information regarding the practices, policies and procedures of Kelley Butler, LCSSW #19697 (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist, Client, and the Financial Sponsor. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing. This agreement also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new 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 I 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. Your signature acknowledges that I provided you with this information and represents an agreement between us. We can discuss any questions you have about the procedures during the session.

PSYCHOLOGICAL SERVICES

During the sessions I will very clearly explain the process of psychotherapy I practice based on the theoretical models in which I have been trained to aid you in dealing with the issues that you hope to address. Therapist practices as a Licensed Clinical Social Worker (LCSW) working with adults, adolescents, families, and couples as clients. Therapist's main theoretical orientation utilizes Cognitive-Behavioral Therapy, Psychodynamic and Family Systems Theory.

RISKS AND BENEFITS OF THERAPY

Psychotherapy is a joint effort between client and therapist, and entails benefits and risks. But there are no guarantees of what you will experience. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you by referring you to other mental health professionals for a second opinion. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors. Participating in therapy may result in a number of benefits to Client, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on the part of Client, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors. There is no guarantee that therapy will yield any or all of the benefits listed above.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. and there may be times in which Therapist will challenge Client's perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of Client. During the therapeutic process, many clients find that they feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times, but may also be slow and frustrating. Client should address any concerns he/she has regarding his/her progress in therapy with Therapist.

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MEETINGS

During the initial sessions, we can both decide if I am the best person to provide the services that you need in order to meet your treatment goals. I usually schedule one 45-minute session per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. If I can fill the scheduled time, you will not be charged for the sessions.

PROFESSIONAL FEES

My hourly fee for an individual psychotherapy session is \$175.00. The hourly fee for a couples therapy session is \$200. In addition to weekly appointments, I charge the applicable hourly fee or other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, case management and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$400 per hour for preparation and attendance at any legal proceeding.

For clients using their insurance to cover the outpatient (office) services, your co-payment will be due at the beginning of each session. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. If I can fill the scheduled time, you will not be charged for the sessions. You will be asked to pay for my full session if you miss a session without 24 hours advanced notice as missed sessions cannot be billed to your insurance.

CONTACTING ME

My telephone is answered by a voice mail service that I check frequently; text messages are treated the same as voice mail messages. I will make every effort to return your calls within 24 hours or by the next business day, but cannot guarantee the calls will be returned immediately. Please refrain from texting personal information and/or clinical information that is better suited for therapy sessions. *Text messages should be limited to reminder texts regarding appointment times*. If I am unavailable and you have an emergency, you should call 911, telephone a crisis line, or proceed to a psychiatric emergency facility. For emergency/crisis team services call: Los Angeles (800) 854-7771 or Ventura County (866) 998-2243. If I will be unavailable for an extended time, I will let you know well in advance of my scheduled absence.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a therapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. But, there are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, and/or to contact family members or others who can help provide protection.
- If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is protected by therapist-patient privilege law. I cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order, or compulsory

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process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining PHI, and I do not have grounds for objecting under state law (or you have instructed me not to object). **If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.**

- If a government agency is requesting the information for health oversight activities pursuant to their legal authority, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim that involves their mental health, I must, upon appropriate request, disclose information relevant to the claimant's condition, to the patient's employer.

There are some situations in which I am *legally obligated* to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice and are described below:

- If I have knowledge of a child under 18, or I reasonably suspect that a child under 18 that I have observed has been the victim of child abuse or neglect, the law requires that I file a report with the appropriate governmental agency, usually the county welfare department.
- I also may make a report if I know or reasonably suspect that mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way (other than physical or sexual abuse, or neglect). Once such a report is filed, I may be required to provide additional information.
- If I observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that I report to the appropriate government agency. Once such a report is filed, I may be required to provide additional information.
- If a patient or a patient's family member communicate that the patient poses a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.
- If I have reasonable cause to believe that the patient is in such mental or emotional condition as to be dangerous to him or herself, I may be obligated to take protective action, including seeking hospitalization, contacting the police, contacting the crisis team and/or contacting family members or others who can help provide protection. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my 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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in professional records. This constitutes 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, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past

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treatment records that I 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 in that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider), 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request. Should Client request a copy of Therapist's records, such a request must be made in writing.

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 I 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 attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time of treatment, unless we agree otherwise. I accept Cash, Checks and Credit Cards. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I 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 me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

I am not contracted with all insurance companies, however I can provide you with a summary of the services that you received and pay for called a "super bill". You may submit this to your insurance company and may be able to get reimbursement based on your insurance, plan and benefits. Please contact your insurance company directly to verify what if at all would be the amount that you would be reimbursed. I will provide you with whatever information I can based on my 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, I will be willing to call the company on your behalf.

You should also be aware that insurance company may require that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. Before I can disclose this information, both you and I must receive a written notification from the insurer stating what they are requesting, why they are requesting it, how long it will be kept and what will be done with the information when they are finished with it.

In such situations, I 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, I have no control over what they do with it once it is in their hands. By signing this Agreement, you agree that I can provide requested information to your carrier.

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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.

Signature

Date

Name of Client

Therapist/Witness Signature

Date