

## **Butler Psychiatric Services**

### Terms of Engagement

*Last updated: 01/03/2026*

These Terms of Engagement describe the nature of services provided by Butler Psychiatric Services, PLLC, (“BPS”), how work is structured, and the responsibilities of both clinician and client. They are intended to support clarity, appropriate expectations, and effective collaboration. These Terms of Engagement are governed by the laws of the Commonwealth of Massachusetts.

#### **1. Nature of Services**

Butler Psychiatric Services, PLLC, is a **private-pay psychiatric practice** offering **depth-informed assessment, consultation, and targeted care**. Services are structured around specific clinical or systems-level questions rather than routine visit schedules.

Services may include, but are not limited to:

- Psychiatric assessment and diagnostic formulation
- Time-limited psychiatric consultation
- Focused or intensive psychodynamic work
- Family or systems-focused consultation
- School, organizational, or professional consultation
- Collaborative work with existing providers

Not all engagements constitute ongoing psychiatric treatment. In some cases, services may consist of a one-time or time-limited consultation with recommendations provided for follow-up elsewhere.

#### **2. Assessment Does Not Imply Ongoing Treatment**

An initial assessment or consultation **does not automatically establish an ongoing treatment relationship**.

Following assessment, recommendations may include:

- no further psychiatric involvement at this time
- time-limited follow-up
- referral to another clinician or program
- collaboration with an existing therapist, school, or system

Any ongoing work occurs **only by mutual agreement** and may be revisited or concluded as circumstances evolve.

### **3. Structure of Ongoing Work (When Applicable)**

When ongoing engagement is appropriate, the structure, frequency, and duration of work are determined intentionally rather than by default.

Ongoing work may be:

- time-limited
- intensive and depth-oriented
- consultation-based rather than treatment-based
- episodic rather than continuous

There is no assumption of standing weekly appointments unless explicitly agreed upon.

Some services may be provided via secure electronic platforms. While reasonable safeguards are used, electronic communication carries inherent privacy risks. By engaging in services, you acknowledge and accept these limitations.

### **4. Fees, Payment, and Insurance**

Butler Psychiatric Services operates on a **private-pay basis** and does **not participate in insurance networks**.

- Fees vary by service type and are discussed in advance
- Payment is due at the time of service unless otherwise arranged
- Clients are responsible for all fees incurred
- BPS does not submit claims to insurance plans

### **Missed Appointments and Late Cancellations**

Time scheduled for consultation or ongoing work is reserved specifically for you. If an appointment is missed or canceled with insufficient notice (less than 24 business hours), the full fee for the scheduled time may be charged.

Reasonable exceptions may be made in rare circumstances at the clinician's discretion. Repeated missed appointments may prompt reconsideration of whether this model of work is a good fit.

### **Insurance**

If insurance-based psychiatric care is desired, clients may be referred to Boston Psychiatry Center or another appropriate provider.

## **5. Good Faith Estimates (No Surprises Act)**

Under the federal No Surprises Act, individuals who are uninsured or self-pay have the right to receive a Good Faith Estimate of expected charges for services.

Butler Psychiatric Services will provide a Good Faith Estimate upon request and in advance of scheduled services, based on the anticipated scope of work. For services that are consultative, time-limited, or engagement-based, estimates reflect expected charges but may change if the nature or duration of work changes.

If you receive a bill that is substantially higher than your Good Faith Estimate, you may have the right to dispute the charges through the federal patient-provider dispute resolution process.

## **6. Communication and Availability**

BPS is not structured as an on-call or emergency service.

- Communication is intended for **non-urgent matters only**
- Messages are typically addressed within a reasonable timeframe (24-48 business hours) during business hours
- There is no expectation of immediate response
- Repeated or extended messaging may be redirected to a scheduled session or consultation

Boundaries around communication are intended to support thoughtful, effective care.

## **7. Emergencies and Crisis Care**

Butler Psychiatric Services does **not** provide emergency or crisis coverage.

If you are experiencing:

- thoughts of self-harm or harm to others
- a psychiatric emergency
- a situation requiring immediate assistance

Please contact:

- **911**, or
- your local emergency department, or

- the **988 Suicide & Crisis Lifeline**

Engaging in consultation or assessment at BPS does not replace emergency care.

## **8. Collaboration and Records**

With appropriate authorization, BPS may:

- review prior records
- communicate with other clinicians, schools, or institutions
- provide written recommendations or summaries

Records are maintained in accordance with professional and legal standards. Requests for records or reports may require additional time and fees.

## **9. Systems, School, and Professional Consultation**

When services involve schools, organizations, or professional systems:

- The scope of consultation is defined in advance
- BPS does not assume responsibility for implementation decisions made by third parties
- Consultation does not establish treatment relationships with individuals unless explicitly stated

Separate agreements may be required for institutional or contracted work. Such consultation does not constitute psychotherapy or establish a physician–patient relationship unless explicitly agreed upon in writing.

## **10. Termination and Transition**

Engagement may conclude when:

- the agreed-upon work is complete
- goals have been met
- further involvement is no longer indicated
- either party determines continuation is not appropriate

When possible, recommendations or referrals will be provided to support transition.

## **11. Confidentiality**

At Butler Psychiatric Services, your privacy is of utmost importance. We are committed to safeguarding your personal health information (PHI) in accordance with all applicable laws.

However, there are certain exceptions to confidentiality. Information may be shared without your consent in specific situations, such as when there is suspicion of child or elder abuse, or when a patient is considered a danger to themselves or others. Ensuring the confidentiality of your treatment fosters a trusting therapeutic relationship, and your support of this is crucial to your care.

Please be aware that if you choose to seek reimbursement from your insurance provider, we are required to share certain details with them. This may include the type of service provided and the corresponding diagnosis codes, as outlined by your agreement with your insurance company. Additionally, if there are unpaid balances that remain unaddressed, we may need to share limited treatment information with collection agencies to resolve the matter.

Your privacy is essential to the care we provide, and we appreciate your understanding and cooperation in these areas.

## **12. Use of Technology, Artificial Intelligence, and Recording Tools**

Butler Psychiatric Services may use secure technology tools, including AI-assisted technologies, to support accurate clinical records and thoughtful care. These tools are used to assist with notetaking, organization of clinical information, and formulation, and are not used for purposes unrelated to your care.

Any such tools are designed to comply with applicable privacy standards. Audio or video recording, if used, is limited to what is necessary for documentation support and is not retained beyond that purpose unless explicitly agreed upon.

Participation in AI-assisted documentation is optional. You may opt out of the use of such tools at any time by notifying the clinician, without impact on the availability or quality of services.

## **13. Case Consultation and Professional Use of Clinical Material**

Butler Psychiatric Services may utilize secure technology tools, including AI-assisted documentation systems, solely to support clinical documentation, organization of clinical information, and formulation in connection with your care. Such tools are not used for purposes unrelated to clinical care.

Technology systems are selected and used in a manner intended to comply with applicable privacy and security standards. Audio or video recording, if used, is limited to documentation support and is not retained beyond that purpose unless expressly authorized in writing.

Use of AI-assisted documentation or related technology is optional. You may decline or revoke consent to such use at any time by notifying the clinician, without impact on the availability or quality of services.

In the course of professional practice, limited aspects of clinical work may be discussed for purposes of consultation, supervision, quality improvement, or clinical formulation. Such discussions are conducted without personally identifying information whenever feasible and are limited to what is reasonably necessary for professional purposes.

De-identified clinical material may be used for professional consultation or supervision, including through secure technology platforms, provided that no personally identifying information is disclosed. Clinical material used for these purposes is not shared for marketing, public dissemination, or training of commercial systems. Participation in such use may be declined upon request.

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## **Notice of Privacy Policies**

### **As required by the privacy regulations created as a result of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

This notice describes how health information about you (as a patient of this practice) may be used and disclosed, and how you can get access to your protected health information. Please review this notice carefully.

### **Our Commitment to Your Privacy**

Our practice is dedicated to maintaining the privacy of your individually identifiable health information. In conducting our business, we will create records regarding you and the treatment and services we provide to you. We are required by law to maintain the confidentiality of health information that identifies you. We also are required by law to provide you with this notice of our legal duties and the privacy practices that we maintain in our practice concerning your PHI. By federal and state law, we must follow the terms of the notice of privacy practices that we have in effect at the time.

We realize that these laws are complicated, but we must provide you with the following important information:

- How we may use and disclose your PHI
- Your privacy rights in your PHI
- Our obligations concerning the use and disclosure of your PHI

The terms of this notice apply to all records containing your PHI that are created or retained by our practice. We reserve the right to revise or amend this Notice of Privacy

Practices. Any revision or amendment to this notice will be effective for all of your records that our practice has created or maintained in the past, and for any of your records that we may create or maintain in the future. You may request a copy of our most current Notice at any time.

### **Confidentiality in Couples and Family Therapy**

Couples and family therapy is different from individual therapy in that the couple or family system is considered the client. While I may occasionally meet with one partner individually, I do not guarantee confidentiality in those conversations. Information shared individually may be discussed in joint sessions if I believe it's relevant to the therapeutic goals or information is brought up by another co-client. I encourage transparency and do not hold private information that could affect the integrity of the work.

### **If You Have Questions About This Notice, Please Contact:**

**William Butler, MD**  
**Butler Psychiatric Services, LLC**  
**6 Liberty Square**  
**#6246**  
**Boston, MA 02114**  
**Phone: 617-468-6443**

### **We May Use and Disclose Your Protected Health Information (PHI) in the Following Ways:**

- 1. Treatment.** Our practice may use your PHI to treat you. For example, we may ask you to have laboratory tests (such as blood or urine tests), and we may use the results to help us reach a diagnosis. We might use your PHI to write a prescription for you, or we might disclose your PHI to a pharmacy when we order a prescription for you. Additionally, we may disclose your PHI to others who may assist in your care, such as your spouse, children, or parents. Finally, we may also disclose your PHI to other health care providers for purposes related to your treatment.
- 2. Payment.** Our practice may use and disclose your PHI in order to bill and collect payment for the services and items you may receive from us. For example, we may contact your health insurer to certify that you are eligible for benefits (and for what range of benefits), and we may provide your insurer with details regarding your treatment to determine if your insurer will cover or pay for your treatment. We may also use and disclose your PHI to obtain payment from third parties that may be responsible for such costs, such as family members. Additionally, we may use your PHI to bill you directly for services and items. We may disclose your PHI to other health care providers and entities to assist in their billing and collection efforts.

3. **Health Care Operations.** Our practice may use and disclose your PHI to operate our business. As examples of the ways in which we may use and disclose your information for our operations, our practice may use your PHI to evaluate the quality of care you received from us or to conduct cost-management and business planning activities for our practice. We may disclose your PHI to other health care providers and entities to assist in their health care operations. The practice may call you by name in the waiting room when your physician is ready to see you.
4. **Appointment Reminders.** Our practice may use and disclose your PHI to contact you and remind you of an appointment. This includes leaving appointment reminder information on your telephone answering machine, SMS, or email.
5. **Treatment Options.** Our practice may use and disclose your PHI to inform you of potential treatment options or alternatives.
6. **Health-Related Benefits and Services.** Our practice may use and disclose your PHI to inform you of health-related benefits or services that may be of interest to you.
7. **Release of Information to Family/Friends.** Our practice may release your PHI to a friend or family member that is involved in your care or who assists in taking care of you.
8. **Disclosures Required By Law.** Our practice will use and disclose your PHI when we are required to do so by federal, state, or local law.

#### **Use and Disclosure of Your PHI in Certain Special Circumstances:**

1. **Public Health Risks.** Our practice may disclose your PHI to public health authorities that are authorized by law to collect information for the purpose of:
  - Maintaining vital records, such as births and deaths
  - Reporting child abuse or neglect
  - Preventing or controlling disease, injury, or disability
  - Notifying a person regarding potential exposure to a communicable disease.
  - Notifying a person regarding a potential risk for spreading or contracting a disease or condition.
  - Reporting reactions to drugs or problems with products or devices.
  - Notifying individuals if a product or device they may be using has been recalled.
  - Notifying appropriate government agency(ies) and authority(ies) regarding the potential abuse or neglect of an adult patient (including domestic

violence); however, we will only disclose this information if the patient agrees or we are required or authorized by law to disclose this information.

- Notifying your employer under limited circumstances related primarily to workplace injury or illness or medical surveillance.

2. **Health Oversight Activities.** Our practice may disclose your PHI to a health oversight agency for activities authorized by law. Oversight activities can include, for example, investigations, inspections, audits, surveys, licensure and disciplinary actions; civil, administrative, and criminal procedures or actions; or other activities necessary for the government to monitor government programs, compliance with civil rights laws, and the health care system in general.
3. **Lawsuits and Similar Proceedings.** Our practice may use and disclose your PHI in response to a court or administrative order if you are involved in a lawsuit or similar proceeding. We also may disclose your PHI in response to a discovery request, subpoena, or other lawful process by another party involved in the dispute, but only if we have made an effort to inform you of the request or to obtain an order protecting the information the party has requested.
4. **Law Enforcement.** We may release PHI if asked to do so by a law enforcement official:
  - Regarding a crime victim in certain situations, if we are unable to obtain the person's agreement.
  - Concerning a death we believe has resulted from criminal conduct.
  - Regarding criminal conduct at our offices.
  - In response to a warrant, summons, court order, subpoena, or similar legal process.
  - To identify/locate a suspect, material witness, fugitive, or missing person.
  - In an emergency, to report a crime (including the location or victim(s) of the crime, or the description, identity, or location of the perpetrator).
5. **Deceased Patients.** Our practice may release PHI to a medical examiner or coroner to identify a deceased individual or to identify the cause of death. If necessary, we also may release information for funeral directors to perform their jobs.
6. **Organ and Tissue Donation.** Our practice may release your PHI to organizations that handle organ, eye, or tissue procurement or transplantation, including organ donation banks, as necessary to facilitate organ or tissue donation and transplantation if you are an organ donor.

**7. Research.** Our practice may use and disclose your PHI for research purposes in certain limited circumstances. We will obtain your written authorization to use your PHI for research purposes except when an Institutional Review Board or Privacy Board has determined that the waiver of your authorization satisfies the following:

- (i) The use or disclosure involves no more than a minimal risk to your privacy based on the following: (A) an adequate plan to protect the identifiers from improper use and disclosure; (B) an adequate plan to destroy the identifiers at the earliest opportunity consistent with the research (unless there is a health or research justification for retaining the identifiers or such retention is otherwise required by law); and (C) adequate written assurances that the PHI will not be reused or disclosed to any other person or entity (except as required by law) for authorized oversight of the research study or for other research for which the use or disclosure would otherwise be permitted;
- (ii) The research could not practicably be conducted without the waiver
- (iii) The research could not practicably be conducted without access to and use of the PHI.

**8. Serious Threats to Health or Safety.** Our practice may use and disclose your PHI when necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public. Under these circumstances, we will only make disclosures to a person or organization able to help prevent the threat.

**9. Military Disclosure.** Our practice may disclose your PHI if you are a member of U.S. or foreign military forces, including veterans, when required by appropriate authorities.

**10. National Security.** Your PHI may be disclosed to federal officials for intelligence and national security activities authorized by law. This includes disclosures necessary to protect the President, other officials, or foreign heads of state, or for conducting investigations.

**11. Inmate Disclosure.** If you are an inmate or under the custody of law enforcement officials, our practice may disclose your PHI to correctional institutions or law enforcement for the following purposes:

- To provide health care services to you.
- To ensure the safety and security of the institution.
- To protect your health and safety, as well as that of other individuals.

**12. Workers' Compensation.** Your PHI may be released for purposes related to workers' compensation and similar programs.

## Your Rights Regarding Your PHI

1. **Confidential Communications** You have the right to request that our practice communicate with you regarding your health and related matters in a particular manner or at a specific location. For example, you may request contact at your home instead of your workplace. To make such a request, please submit a written request to William Butler, M.D., detailing your preferred method or location for communication. Our practice will accommodate reasonable requests, and you are not required to provide a reason.
2. **Requesting Restrictions** You may request restrictions on our use or disclosure of your PHI for treatment, payment, or healthcare operations. Additionally, you may request that we limit our disclosure of your PHI to specific individuals involved in your care or payment for care, such as family members or friends. While we are not required to agree to these requests, if we do, we are obligated to adhere to the agreed-upon restrictions unless otherwise required by law, in emergencies, or when necessary to provide treatment. Requests for restrictions must be made in writing to William Butler, M.D., and should clearly specify the information to be restricted, the nature of the restriction, and the individuals to whom the limits apply.
3. **Inspection and Copies** You have the right to inspect and obtain a copy of your PHI that is used to make decisions about your care, including medical and billing records (excluding psychotherapy notes). To request access, please submit a written request to William Butler, M.D. Please note that there may be a fee for the costs associated with copying, mailing, and other related expenses. In certain limited circumstances, we may deny access to your PHI; however, you may request a review of any denial, which will be conducted by another licensed healthcare professional designated by our practice.
4. **Amendment** You may request an amendment to your health information if you believe it is incorrect or incomplete. Requests for amendment must be made in writing to William Butler, M.D., and must include a reason supporting your request. Our practice may deny requests if they do not comply with the written format, or if the information is deemed accurate and complete, not part of the PHI maintained by our practice, not permitted for your inspection and copying, or not created by our practice unless the original source is unavailable.
5. **Accounting of Disclosures** You have the right to request an "accounting of disclosures," which is a record of certain non-routine disclosures of your PHI that our practice has made for purposes other than treatment, payment, or operations. Routine uses of your PHI, such as those related to patient care within our practice, do not require documentation. Requests for an accounting of disclosures must be made in writing to William Butler, M.D., and should specify a time period not exceeding six years from the date of disclosure. The first request for an accounting

within a 12-month period is provided free of charge; however, subsequent requests may incur fees, which will be communicated to you prior to processing.

6. **Right to a Paper Copy of This Notice** You are entitled to receive a paper copy of our notice of privacy practices at any time. Please contact William Butler, M.D., to obtain a copy.
7. **Right to File a Complaint** If you believe your privacy rights have been violated, you may file a complaint with our practice or with the Secretary of the Department of Health and Human Services. Complaints to our practice must be submitted in writing to William Butler, M.D. You will not face any penalties for filing a complaint.
8. **Authorization for Other Uses and Disclosures** Our practice will obtain your written authorization for any uses and disclosures of your PHI that are not outlined in this notice or permitted by law. You may revoke your authorization in writing at any time, and upon revocation, we will cease using or disclosing your PHI as described in the authorization. Please note that we are required to retain records of your care.

This notice will take effect on January 1<sup>st</sup>, 2025. Should you have any questions about this notice or our health information privacy policies, please don't hesitate to reach out to William Butler, M.D.

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### **Acknowledgment**

By engaging in services with Butler Psychiatric Services, you acknowledge that you have read, understood, and agreed to these Terms of Engagement.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_