

ELIZABETH FOX BUTLER, PSYD

Authentic Healing for Deep Thinkers & Sensitive Souls

NOTICE OF PRIVACY PRACTICES

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

I. MY PLEDGE REGARDING HEALTH INFORMATION: I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you, and describe certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information (“PHI”) that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU: The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways I am permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client’s personal health information without the patient’s written authorization, to carry out the health care provider’s own treatment, payment or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your person health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word “treatment” includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

1. **Psychotherapy Notes.** I do keep “psychotherapy notes” as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is: a. For my use in treating you. b. For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy. c. For my use in defending myself in legal proceedings instituted by you. d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA. e. Required by law and the use or disclosure is limited to the requirements of such law. f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes. g. Required by a coroner who is performing duties authorized by law. h. Required to help avert a serious threat to the health and safety of others.
2. **Marketing Purposes.** As a psychotherapist, I will not use or disclose your PHI for marketing purposes.
3. **Sale of PHI.** As a psychotherapist, I will not sell your PHI in the regular course of my business.

IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION. Subject to certain limitations in the law, I can use and disclose your PHI without your Authorization for the following reasons:

1. When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
2. For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
3. For health oversight activities, including audits and investigations.
4. For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so.
5. For law enforcement purposes, including reporting crimes occurring on my premises.
6. To coroners or medical examiners, when such individuals are performing duties authorized by law.
7. For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
8. Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
9. For workers' compensation purposes. Although my preference is to obtain an Authorization from you, I may provide your PHI in order to comply with workers' compensation laws.
10. Appointment reminders and health related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.

V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.

1. Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

1. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say "no" if I believe it would affect your health care.
2. The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
3. The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
4. The Right to See and Get Copies of Your PHI. Other than "psychotherapy notes," you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.
5. The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost based fee for each additional request.
6. The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say "no" to your request, but I will tell you why in writing within 60 days of receiving your request.
7. The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on September 20, 2013

Acknowledgement of Receipt of Privacy Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By checking the box below, you are acknowledging that you have received a copy of HIPPA Notice of Privacy Practices.

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

Printed Name

Signature

Date

ELIZABETH FOX BUTLER, PSYD

Authentic Healing for Deep Thinkers & Sensitive Souls

INFORMED CONSENT FOR PSYCHOTHERAPY

This form provides you, the client, with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis.

Please review the following document very carefully, as it contains important information regarding office policies that may significantly impact your treatment.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by law are:

1. There is a reasonable suspicion of child, dependent, or elder abuse or neglect.
2. A client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Dr. Butler that the client presents a danger to others.
3. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Butler.
4. In couples and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Dr. Butler will use her clinical judgment when revealing such information. Dr. Butler will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.
5. If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential. I occasionally update parents on minor's progress, especially if I am concerned. This updating time will be charged at the prorated private pay fee if done outside of office visits.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where Dr. Butler becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the biographical sheet.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct Dr. Butler, only the minimum necessary information will be communicated to the carrier. Dr. Butler has no control over, or knowledge of, what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

BUSINESS ENTITY DISCLAIMER: While Dr. Butler shares office space with other psychologists, she operates as an individual business entity and sole proprietor in private practice and is not professionally affiliated with her officemates. As a client in Dr. Butler's private practice, the working relationship is solely between Dr. Butler and the client(s). Dr. Butler shall not be held liable for any malpractice or misconduct committed by other psychotherapists working in the same office suite.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your

behalf will call on Dr. Butler to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION: Dr. Butler consults regularly with other professionals regarding her clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES: It is very important to be aware that mobile phones, computers and unencrypted e-mail, texts, and fax communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Voicemails left on mobile phones, e-mails, texts, and faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. While data on Dr. Butler's laptop and mobile phone is encrypted, voicemails, e-mails and faxes are not. It is always a possibility that voicemails, faxes, texts, and email can be sent erroneously to the wrong address and computers. Dr. Butler's laptop is equipped with a firewall, a virus protection and a password, and she backs up all confidential information from her computer on a regular basis onto an encrypted hard-drive. Also, be aware that phone messages are recorded on a Google server and sent to Dr. Butler via unencrypted e-mails. Please notify Dr. Butler if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phones calls, phone messages, or faxes. If you communicate confidential or private information via unencrypted e-mail, texts or fax or via phone messages, she will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters. Please do not use texts, e-mail, voicemail, or faxes for emergencies. All information provided to Dr. Butler in writing of any kind, including e-mail and text messages, immediately becomes part of your file. For more information, reference the Telemedicine Opt-In form.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Dr. Butler profession require that she keep treatment records for at least seven years. Unless otherwise agreed to be necessary, Dr. Butler retains clinical records only as long as is mandated by California state law. If you have concerns regarding the treatment records, please discuss them with Dr. Butler. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Butler assesses that releasing such information might be harmful in any way. In such a case, Dr. Butler will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Dr. Butler will release information to any agency/person you specify unless Dr. Butler assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Dr. Butler will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Dr. Butler between sessions, please leave a message at (925) 421-6860. I am often not immediately available; however, I will attempt to return your call within 24 hours. Please note that face-to-face sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, telephone and HIPAA secure video sessions are available. Some insurance companies do reimburse video sessions but telephone sessions are not covered.

Dr. Butler checks her messages a few times during the daytime only, unless she is out of town. If an emergency situation arises, indicate it clearly in your message. If you need to talk to someone right away call the Alameda County Crisis Support Services 24-hour crisis line: (800) 309-2131, the Police: 911, or immediately go to the nearest emergency room. Please do not use email, text messages, or faxes for emergencies. Dr. Butler does not always check her email, texts, or faxes daily or when she is out of town.

PAYMENTS & OUT-OF-NETWORK INSURANCE REIMBURSEMENT: Clients are expected to pay the standard fee of \$160.00 per 50-minute therapy hour or \$240.00 per 80-minute therapy session at the beginning of each meeting unless other arrangements have been made. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. *will be charged at the same rate*, unless indicated and agreed upon otherwise. Please notify Dr. Butler if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Dr. Butler will provide you with a copy of your receipt every 6th session, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Butler can use legal or other means (courts, collection agencies, etc.) to obtain payment. Cash and check are the preferred methods of payment and Dr. Butler does accept credit cards. If you choose to use a credit card, Dr. Butler will keep a credit card on file for ongoing payments. A \$15.00 service fee will be charged for credit card chargebacks or checks returned for any reason.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Butler and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in California in accordance with the rules of the American Arbitration Association, which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Butler can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Dr. Butler will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Dr. Butler may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Dr. Butler is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), exposure therapy, mindfulness training, humanistic or psycho-educational. Dr. Butler provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

The standard meeting time for psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 50-minute session need to be discussed with the therapist in order for time to be scheduled in advance. If you are late to an appointment, you may lose some of that time. If clients are more than 10 minutes late, the appointment may be rescheduled by Dr. Butler.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Dr. Butler will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, the possible risks, Dr. Butler's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION: As set forth above, after the first couple of meetings, Dr. Butler will assess if she can be of benefit to you. Dr. Butler does not work with clients who, in her opinion, she cannot help. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy Dr. Butler either assesses that she is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive. If you are available and/or it is possible and appropriate to do so, she will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, she would give you referrals that may be of help or you may choose someone on your own. If you request and authorize in writing, Dr. Butler will talk to the psychotherapist of your choice in order to help with the transition. The appropriate length of the termination depends on length and intensity of treatment.

If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Butler will give you referrals that you may want to contact, and if she has your written consent she will provide the other professional with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Dr. Butler will provide you with names of other qualified professionals whose services you might prefer.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons Dr. Butler must consider the professional relationship discontinued until further conversation. Services will only be restarted upon agreement from both Dr. Butler and client(s).

DUAL RELATIONSHIPS: Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Dr. Butler's objectivity, clinical judgment or can be exploitative in nature. Dr. Butler will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected.

Dr. Butler will never acknowledge working with anyone without your written permission. If she sees you outside of the therapy office, she will not acknowledge you first. However, if you acknowledge her first, she will be happy to speak with you briefly, but feels it is appropriate not to engage in lengthy discussions until your next therapy appointment.

Some clients may have chosen Dr. Butler as their therapist because they knew her before they entered therapy with her, and/or were personally aware of her professional work and achievements. Nevertheless, Dr. Butler will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise Dr. Butler if the dual or multiple relationship becomes uncomfortable for you in any way. Dr. Butler will always listen carefully and respond to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: At times, Dr. Butler may conduct a web search on her clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with her. She does not accept friend requests from current or former clients on social networking sites, such as Facebook. Adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, Dr. Butler requests clients do not communicate with her via any interactive or social networking web sites.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours' (2 days') notice is requested for re-scheduling or canceling an appointment. A \$50 missed appointment fee will be charged for missed sessions, no-shows, and appointments canceled with less than 24 hours' notification, unless otherwise agreed upon by Dr. Butler and client. Exceptions to this policy are reserved for severe emergencies, such as hospitalization or car accidents, and are determined by Dr. Butler on a case-by-case basis. Insurance companies do not reimburse missed session fees.

BY SIGNING BELOW I AM AGREEING I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT. I ACKNOWLEDGE THAT I HAVE CONTACTED DR. BUTLER WITH ANY QUESTIONS AND CONCERNS ABOUT THIS FORM AND THEY HAVE BEEN ADDRESSED BEFORE SIGNING.

Printed Name

Signature

Date

ELIZABETH FOX BUTLER, PSYD

Authentic Healing for Deep Thinkers & Sensitive Souls

TELEMEDICINE OPT-IN

Telemedicine Information & Guidelines (Phone, Video, Text, E-mail, Fax, & Web-Based Communications):

Consulting with clients exclusively via electronic communication rather than in person in the therapist's office brings additional complexities and potential disadvantages to the therapeutic process. When appropriate, Elizabeth Fox Butler, PsyD may recommend that the client/s first choice is to find a local therapist with whom the client/s can meet face to face. If Elizabeth Fox Butler, PsyD is not aware of a local referral, one way to find such a therapist is to call the local Psychological Association chapter/ local NASW chapter / local counseling chapter, etc. Treating clients exclusively via phone or video consultations or emails may put therapists at a disadvantage because they cannot detect nonverbal cues, may not be able to accurately diagnose, may not always be aware of the resources available locally, and may not be able to intervene as effectively as necessary in emergency situations. Acute crises and severe psychological disturbances, such as schizophrenia, bipolar or some types of personality disorders may not be effectively handled exclusively via phone, email, video or other web-based communications. As was noted in the Termination section in the initial Informed Consent, if Elizabeth Fox Butler, PsyD assesses, at any point, that she is not effective in helping you reach the therapeutic goals via the telephone or video sessions, she is obligated to discuss it with you and, if appropriate, to terminate treatment. For more information on the topic you can go to <http://psychcentral.com/best>.

Email & Text Messages

It is important to be aware that email and SMS text communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. It is important that you be aware that emails are part of the medical records. Un-encrypted emails (most emails) are even more vulnerable to unauthorized access. Please notify Elizabeth Fox Butler, PsyD if you decide to avoid or limit in any way the use of email or text messaging. Please do not use email or texts for emergencies. Phone messages and emails are checked frequently but may not be checked daily, particularly if Dr. Butler is out of town.

Video Therapy Guidelines

Dr. Butler respects video sessions with the same amount of formality and seriousness as in-person appointments. Dr. Butler acknowledges that this involves a lot of effort to do at home, but please try your best to also treat video sessions as though we are meeting in the office by:

- Finding a quiet space where you will be able to remain for the 50-minute therapy hour without interruptions
- Being the only person in the room with the door shut, unless we have agreed beforehand that others will be part of the session
- Dressing appropriately and remaining fully clothed
- Remaining relatively still, as moving around the room with your electronic device is distracting and disorienting for both therapist and client
- Beginning and ending sessions as scheduled

Telemedicine Informed Consent

I hereby consent to engage in telemedicine (e.g., internet, video, email or telephone based therapy) with Elizabeth Fox Butler, PsyD as (choose one) the main mode/one method of my psychotherapy treatment. I understand that telemedicine includes the practice of healthcare delivery, including mental healthcare delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, and/or data communications. I understand that telemedicine also involves the communication of my medical/mental health information, both orally and visually, to other health care practitioners.

I understand that I have the following rights with respect to telemedicine:

(1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment or risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.

(2) The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality including, but not limited to: reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. (See also Informed Consent to Psychotherapy and HIPAA Notice of Privacy Practices forms, provided to me, for more details of confidentiality and other issues.)

I also understand that the dissemination to researchers or other entities, of any personally identifiable images or information from the telemedicine interaction shall not occur without my written consent.

(3) I understand that there are risks and consequences from telemedicine. These may include, but are not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; the electronic storage of my medical information could be accessed by unauthorized persons; and/or misunderstandings can more easily occur, especially when care is delivered in an asynchronous manner.

In addition, I understand that telemedicine-based services and care may not yield the same results nor be as complete as face-to-face service. I also understand that if my psychotherapist believes I would be better served by another form of psychotherapeutic service (e.g. face-to-face service), I will be referred to a psychotherapist in my area who can provide such service. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy and that, despite my efforts and the efforts of my psychotherapist, my condition may not improve and in some cases may even get worse.

(4) I understand that I may benefit from telemedicine, but results cannot be guaranteed or assured. The benefits of telemedicine may include, but are not limited to: finding a greater ability to express thoughts and emotions; transportation and travel difficulties are avoided; time constraints are minimized; and there may be a greater opportunity to prepare in advance for therapy sessions.

(5) I understand that I have the right to access my medical information and copies of medical records in accordance with California law, that these services may not be covered by insurance, and if there is intentional misrepresentation, therapy will be terminated.

BY SIGNING BELOW, I have read and understand the information provided above. I have discussed it with my psychologist and all of my questions have been answered to my satisfaction.

Printed Name

Signature

Date