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### **Information About My Practice**

Welcome to my practice! In our first meeting we will discuss the issues that led you to contact me. We will also review privacy and the limits of confidentiality. Please read the following information before meeting with me. It summarizes some practical information you need to have and explains a variety of issues that emerge in the counseling process. It also contains federal law data that provides privacy protection and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment and health care operations. I will be happy to answer any questions and respond to any concerns and/or suggestions you may have. We can also discuss possible changes in any of the arrangements that follow.

### **Some Dimensions of Therapy**

You are about to begin therapy because you want to make some changes in your life. I can work with you to achieve these goals but cannot guarantee the outcome will be what you are currently seeking. Therapy depends in part on your sustained commitment, flexibility and courage. You may find that your goals change as you discover new insights and perspectives. And, because therapy involves art, as well as science, you may not move in precisely the direction you anticipate. You may have feelings of frustration or confusion as you confront important questions about who you are and who you want to be.

You need to know in advance that some sessions may be difficult for you. Emotional distress and internal turbulence often accompany change. As you proceed, you may experience self-doubts, anxiety, depression, anger and conflict about some issues in your life. You may complete your work with me and realize you have made changes you had not originally anticipated (perceptions of your past, the nature of your relationships, your wishes for the future to mention a few). Whatever your path, I will try to be helpful to you.

### **Appointment Scheduling**

I keep my own calendar and will try to accommodate your schedule as much as possible. My office hours are from 7 a.m. to 5 p.m. on Mondays, Tuesday, Wednesdays and Thursdays. You will need to make sure that you schedule appointments well in advance so that you have times which are convenient for you. Sessions typically last 45-50 minutes.

### **Missed Appointments**

In agreeing to see you as a client, I am reserving a block of time for your scheduled appointments. Therefore, it becomes time I cannot make available for any other person without sufficient notice. However, I do understand that emergencies can arise that may prevent you from keeping your appointment. I will try to balance your needs and mine in the following way:

If you give me 24 hours notice of your intention to not use your appointed time I will not charge you. If you must cancel an appointment scheduled on a day after a holiday, I require a full business day's notice. If you fail to give me 24 hours' notice, I will charge you for the lost time at my usual rate. Please be aware that insurance carriers do not reimburse for missed appointments and often require that such missed appointments be noted on your statement of charges.

### **Professional Fees**

My charge for an initial evaluation is \$\_\_\_\_.\_\_\_\_ My fee is \$\_\_\_\_.\_\_\_\_ per session after the first session. You are responsible for payment of your fees. I will help with insurance reimbursement but I am not able to guarantee that your insurance will cover the cost of therapy. Payment should be made at each session unless we make other arrangements. Co-pays must be made at each session. At this time I do not have the capacity to process credit cards, so payment should be in the form of personal check, money order or cash.

In addition to scheduled appointments, it is my practice to charge my hourly fee on a pro-rated basis for other professional services you may require. These professional services could include report writing, telephone conversations that exceed 15 minutes, attendance at meetings or consultations with other professionals that you have authorized, preparation of records or treatment summaries, copying of records, legal testimony, and writing letters or reports for insurance companies. Since most insurance companies do not cover these charges, you may be responsible for payment.

### **Contacting Me**

If you need to reach me, I will make every effort to return your call promptly. Please leave a message as I check my confidential voice mail periodically during the day when I am in and out of the office. **When I am out of town, I do not have coverage by another mental health professional.**

### **Emergencies**

As a solo practitioner, I do not have the resources to function as a crisis center. If you have an emergency and you leave the message on my voice mail, I will make every effort to reach you if I am available to do so. If you are unable to reach me in such a situation, you should call your county crisis center or go to the nearest emergency room. If you believe you need a referral to a therapist and/or organization providing 24-hour service and/or crisis intervention, I will attempt to help you find an appropriate resource.

### **The Health Insurance Portability and Accountability Act (HIPAA)**

HIPAA requires that I provide you with a NOTICE OF PSYCHOLOGIST'S POLICIES AND PRACTICES TO PROTECT THE PRIVACY OF YOUR HEALTH INFORMATION (the Notice) for use and disclosure of Protected Health Information. 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 I obtain your signature acknowledging that I have provided you with this information. It is very important that you read the information carefully before our 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 me unless I have taken action in reliance of it; if there are obligations imposed on me 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. You should be aware that this agreement will be in effect for one year from the date of signing unless you specifically request that it remain in effect for a shorter time.

### **On Privacy of Communication and its Limits**

The code of ethics of the American Psychological Association, other professional organizations, HIPAA and various laws of the State of Minnesota all insure that conversations you have with me will be held in the strictest confidence. You can assume that what you tell me in session will not be disclosed to anyone without your written authorization. Your privacy is very important to me. However, there are exceptions to this rule and you need to be aware of those exceptions before you disclose information to me.

1. On occasion, I may consult with a colleague about your care so I can benefit from that professional's expertise and experience. I will not use your name and will protect your identity as much as possible given what I need to discuss with that colleague to obtain the professional consultation I am seeking. Consultation is a process that assists me in providing the highest quality of care possible. I will note all consultations in your clinical record.
2. If you file an insurance claim (see Insurance Coverage below) and ask to be reimbursed by your insurance company for some portion of the costs of your therapy, then you will be giving your insurance carrier the right to inquire about you. It is possible that your insurance carrier will direct me to send copies of the clinical record in which I have written about the contents of our sessions. Failure to provide the requested information may result in your insurance carrier refusing to pay you your benefits.
3. If you threaten to take your own life or that of someone else, I will break confidentiality and call a family member, the police or other emergency personnel. In case of a threat to the life of another, I have a legal obligation to warn any intended victim.
4. If there is a suspicion of abuse or neglect of a child or vulnerable adult, I am mandated by law to report that suspicion to the appropriate agency and to cooperate with any investigation.
5. If you disclose to me unethical conduct by a medical or mental health professional, I am required to report that professional to his/her professional regulatory board.
6. "If you sign a "Release of Information" form, I can provide to and receive from the identified person(s) or agency any and all information you have authorized.
7. If the court orders me to release information, I am required to do so.
8. The person who does my billing has access to the information he/she needs to do his/her job. I do have a contract with this person which meets HIPAA regulations and in which he/she promises to maintain the confidentiality of this data.
9. If your account is severely delinquent and I must obtain reimbursement through small claims court or a collection agency, I will do so.
10. If your insurance company and/or HMO audits my practice, the reviewers will have access to your file.
11. If you file a malpractice suit against me, I will be permitted by the courts to reveal information about your therapy.
12. If you file a workers compensation claim, I must, upon appropriate request, disclose information related to the claim to appropriate individuals, which may include your employer, the insurer or the Department of Labor and Industry.

If any of these situations arise, 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 these limits to privacy during our first session. We will discuss any

questions or concerns you might have. As you might suspect, the laws governing these issues are quite complex and I am not an attorney. While I am happy to discuss these issues with you, legal consultation is recommended if you need specific advice.

### **Professional Records**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involves danger to yourself and others, 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. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

### **Patient Rights**

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record 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.

### **Treatment of Minors**

There are specific laws regarding confidentiality for minor clients. In Minnesota, the custodial parent/legal guardian has access to mental health records except when the minor is married, legally emancipated, or has borne a child. Other exceptions include situations in which information in the records concerns venereal disease, chemical dependency, or pregnancy and related conditions.

A minor may request that data be withheld from parents/guardians. This request must be made in writing, including the reason for withholding the information. If I determine that the information would be detrimental to the physical or mental health of a minor, or is likely to cause the minor to harm him/herself or another, I can withhold data.

Parents are often understandably curious about their children's sessions. It is my experience, however, that young people need to develop trust in their therapist and need some degree of privacy. I ask that parents of minors with whom I am working respect this principle. Of course, I will bring to your attention matters that my professional judgment indicates are important for you to know, and I will keep you informed about your child's progress.

### **Complaints**

If you question whether your therapy is of real benefit to you, I encourage you to talk with me about your concerns. You have the right to seek outside consultation with other professional(s) and I support you in getting other opinions about your problems and/or what you are experiencing in your relationship with me. If you believe I have violated your rights, please talk with me directly about your concerns. You may file a complaint with the Minnesota Psychological

Association Ethics Committee or the Minnesota Department of Health if you do not believe you can resolve the issues with me directly.

### **Insurance Coverage**

I will work with you to secure any insurance reimbursement that might be due to you from your insurance carrier. Nevertheless, you are the one who is responsible for the payment of any fees, whether or not you have health insurance coverage. I will help you collect whatever is owed to you by the insurance company, but you will continue to be obligated to me for payment of fees, whether or not your company pays promptly, takes a long time to pay or fails to honor your claim at all.

I currently work with Mental Health Billing Professionals to process insurance claims. They will be given your insurance information and will verify your benefits. It is also wise for you to independently take this step. Insurance companies vary, even within the same company. For example Blue Cross/Blue Shield has many different policies available for purchase. It is important to check with customer relations to see whether or not they cover me or psychotherapy at all. Identifying the range of services is important as well by asking if there are services that are not covered by insurance such as marital therapy, assessment/testing, etc. Many clients have health insurance that requires them to seek care only from a particular provider network. Some policies allow clients to seek care outside the "network" but at a lower reimbursement rate. Many clients have some form of health insurance that helps pay fees for therapy and allow the freedom to choose the professional they want to see. **Please be aware that is your responsibility to keep me informed about your coverage and any changes that occur.**

### **Termination of Therapy**

You make the ultimate decision about how long you remain in therapy. I will certainly consult with you about that decision if you ask me to do so. Our work is a resource for your use; it is your right to feel free to end the use of that resource when you decide it is in your best interest. I do hope the decision to end therapy will be discussed candidly and thoroughly with me. Endings often proceed in a growth-enhancing manner when they are fully discussed and a sense of closure is achieved.

I look forward to the work we are about to undertake together. I hope you will find your experience with me helpful and meaningful. A decision to seek professional counsel for problems of living is always a difficult and important one – one that is never made lightly. I will strive to use my best professional skills to aid in the search for solutions to your concerns.