

YOUR RIGHTS AND RESPONSIBILITIES

Welcome! I will work with you to provide you with appropriate, high quality services. I believe that a client who understands and participates in his/her case may achieve better results. I have the responsibility to give you the best care possible, to respect your rights and recognize your responsibilities as a client. I have prepared this information to help you identify these rights and responsibilities.

YOU HAVE A RIGHT TO:

UNDERSTAND...

You have a right to be informed of my assessment of your problem in language you understand; treatment alternatives; possible outcomes and side effects of treatment, expected length; cost and hoped for outcome of treatment. In addition, you have the right and responsibility to help develop your own treatment plan. You also have the right to know your rights as a client and responsibilities to treatment. This document provides you with that information.

DIGNITY....

You have a right to be treated with dignity and respect and to receive the same consideration and treatment as anyone regardless of your race, creed, religion, disability or sexual or affectual preference.

PRIVACY AND CONFIDENTIALITY....

I am bound by the provisions of the Minnesota Data Privacy Practices Act and the Health Insurance Portability and Accountability Act (HIPPA). No information will be released to persons or agencies without your written consent, except as listed below or by court order. Your confidentiality is protected by me to the extent that is limited by the various technologies we use. My computer is protected by updated virus, firewall and privacy software. All records of our encounter are encrypted, backed up and secured. I will not save a video or Audio recording of our session without your written permission. Records are retained for seven years as required by law and completely destroyed after that time. All email I send you is secured by encryption. Our video session is through various video conference platforms that guarantee that their video-audio conferencing is secure. If anyone wants information from me or your records, your permission in writing on a release form is necessary. Before giving permission to release your private health information, satisfy yourself that the information is really needed, you understand the information being sent out and that giving the information will help you. You may wish to refuse permission. Exceptions to the above information release are:

- When you report or give reasonable cause to believe a child is being neglected or physically or sexually abused in which case Minnesota Statutes (626.645, Subdivision 3) require that such information be reported;
- When you report or give reasonable cause to believe a vulnerable adult is being mistreated as specified in the Vulnerable Adults Act (Minnesota Statute 626.557);
- If you make threats of suicide or you are unable to care for yourself and at risk for significant harm. At least one concerned person and/or the appropriate police agency may be contacted to intervene. You will be referred for evaluation in a secure setting;
- If you make threats to a particular person and state your intent to carry out these threats, the person threatened will be notified if possible so that the person may take appropriate safety measures. If that person cannot be reached, a report may be made to the police;
- A release of information form signed by you may be required by your insurance company so that they can receive information regarding your therapy. The information shared would include diagnosis assessment, dates seen, type of treatment provided, treatment plan, and progress.
- The Minnesota Department of Human Services has the right by law to review all client documents.
- Certain agencies have access only by valid client consent or court order. These agencies include the law enforcement and judiciary agencies, the Social Security Office, and the person or agency permitted access by valid court order or client authorization. Information on access by client authorization and valid court order shall be provided to the client at the beginning of treatment.

CONSENT OR REFUSE....

You can be treated without consent only if there is an emergency, and in the my opinion, failure to act immediately would jeopardize your health. Otherwise, you may refuse treatment and change your mind at any time. Discuss your objections with me. Try to be sure of what you do or do not want.

RIGHT TO APPEAL...

You have the right to appeal an alleged breach of privacy through the Department of Administration, State of Minnesota, and the other agencies listed under "COMPLAINTS OR ALLEGED VIOLATIONS OF RIGHTS."

MINORS' RIGHT TO INFORMATION...

All non-emancipated minor clients under the age of 18 years old must have the consent of their parents following an initial intake session to receive further treatment services. All minors have the right to request that their records be withheld from their parents. No information will be provided to parents of minors without the consent of the client, except as noted above.

If you have any questions about your Privacy Rights, please contact me.

YOUR RESPONSIBILITIES...

As a client you have responsibilities as well as rights. You can help yourself by being responsible in the following ways:

TO BE HONEST...

You are responsible for being honest and direct about everything that relates to you as a client. Tell me exactly how you feel about the things that are happening to you. Leaving out important information, especially information you are reluctant to share, has been shown by research to be strongly related to treatment failure.

TO UNDERSTAND...

You are responsible for understanding the treatment plan to your own satisfaction. If you do not understand, ask me. Be sure you do understand since this is important to the success of your treatment plan.

TO FOLLOW THE TREATMENT PLAN...

It is your responsibility to advise me whether or not you think you can, or want to follow a certain treatment plan. Please understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my best efforts, your condition may not improve, and in some cases may even get worse.

TO KEEP APPOINTMENTS...

You are responsible for keeping appointments. If you cannot keep an appointment, notify the therapist. Failing an appointment without notice may be grounds for discharge. You may be charged full fee for the appointment if you fail to give notice, or repeatedly cancel appointments with less than 24 hours notice.

TO PAY FOR YOUR TREATMENT...

All billing goes through Beacon Therapy Associates. You can pay balances through the portal at <https://beaconintouch.insynchcs.com/> or on the website <https://beaontherapyassociates.com>. If for whatever reason, your account becomes in arrears, I may employ the use of a collection agency and/or to file in small claims court, on all accounts that are overdue by 90 days. You will receive three (3) notices that your account is due prior to submission if you do not respond with an acceptable payback plan, your name, address, telephone number and place of employment will be given to the agency. The collection agency is required to protect your confidentiality as well.

TO PROTECT YOUR CONFIDENTIALITY...

If you don't take precautions to protect your own confidentiality, then your private information may be seen by others. Be sure your computer is protected by updated anti-virus, firewall and privacy software. If you email me, it is strongly recommended that you use a secure email system such as <http://www.hushmail.com/> or <http://www.4securemail.com>.

TO KNOW MY QUALIFICATIONS...

Therapists must have special formal training in order to be licensed or certified in their specific fields. I am a Licensed Independent Clinical Social Worker, licensed in the state of Minnesota number 2338. I can see only Minnesota residents in therapy. You are entitled to ask me what my training is and where it was received.

TO PROVIDE DETAILED AND ACCURATE INFORMATION ABOUT YOUR PAST AND CURRENT CIRCUMSTANCES

1. **WHY IS THE INFORMATION NEEDED?** The information, which is requested about you, your household and family members is needed for one or more of the following reasons:

- A. To determine whether you are eligible for services.
- B. To help us evaluate your needs for services and develop a plan to meet those needs.
- C. To collect information from others, which will be helpful in developing an effective treatment plan.

2. **HOW WILL THE INFORMATION BE USED?** The information I collect will be used me for clinical management, planning and evaluation purposes. No information will be released to any other agency or individual without your written consent, except as noted above.

3. **WHAT INFORMATION DO YOU HAVE ACCESS TO?** You may request in writing to be shown private information concerning yourself that is owned and maintained by me. You are entitled to see such information about yourself. This includes your assessment, treatment plan and notes. I will personally review your file with you.

4. **WHAT ARE THE CONSEQUENCES FOR YOU REFUSING TO SUPPLY REQUESTED INFORMATION?** Clinical information relating to your social history and present concerns is necessary for me to correctly and completely assess your needs and develop a plan for meeting them. If you do not supply such information, it cannot be determined which services are most appropriate for you and will make it difficult or impossible for me to carry out an effective treatment plan for you and/or your family member. If you do not provide me with needed information, I may not be able to help you any further.

5. **HOW CAN YOU VERIFY AND CONTEST THE ACCURACY OF WRITTEN INFORMATION ABOUT YOURSELF?** Submit a written request to me describing the nature of your request. Send this request to dave@ePsyQ.com via a secure email account like such as <http://www.hushmail.com/>, <http://www.protonmail.com/> or <http://www.4securemail.com/>.

COMPLAINTS OR ALLEGED VIOLATIONS OF RIGHTS...

It is my policy that all complaints or alleged violations of rights by clients, me or otherwise interested parties will be duly and thoroughly investigated. A written report of the investigation shall be retained by me for a period of at least six years.

- 1. The complaint, or alleged violation of rights, will be preferably first reported to me who will attempt to resolve the issue with you.
- 2. Any client may also appeal to the following agencies if the matter is not satisfactorily resolved by the above:

Department of Human Services 444 Lafayette St Paul, MN. 55155 651-296-6117	MN Board of Social Work 829 University Ave SE, Suite 340 Minneapolis, MN 55414-3239 (612) 617-2100; (888) 234-1320; FAX (612) 617-2103 Hearing/Speech Relay: (800) 627-3529 Email: social.work@state.mn.us
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EMERGENCY PROCEDURES...

Should you have an emergency, go to your hospital emergency room or call 911. Should just you need to talk to someone right away, the following crisis lines are available 24 hours, seven days a week.

LOCAL HELP HCMC Suicide Hotline 612-873-2222 HCMC Acute Psychiatric Services 612-873-3161	National Suicide Hotlines USA United States of America Toll-Free / 24 hours a day / 7 days a week 1-800-SUICIDE or 1-800-273-TALK 1-800-784-2433 or 1-800-273-8255 Deaf Hotline 1-800-799-4TTY (4889)
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EMERGENCY CARE CONSENT...

In case of an emergency, I will contact the appropriate authority to arrange immediate and appropriate First Aid. The parent/guardian (or designated emergency contact person) will be contacted in formed of your condition and the medical facility where you've been taken. If the parent/guardian/contact person cannot be reached, I may authorize the physician of his/her choice to provide emergency treatment. You are asked to hold harmless David Earl Johnson, MSW, LICSW against any liability caused by my taking of any

emergency procedures and/or making contacts. Serious accidents fortunately do not occur very often. However, a waiver is requested to permit a doctor to perform emergency medical treatment for you when you are unable to give consent or for your child when a parent or guardian is not available.

ADDRESS CHANGE...

So that I may contact you whenever necessary, we will rely upon you to notify us of any changes in your address, email, home telephone number or work telephone number. All contact will be confidential. You are responsible to inform me of any special instructions or restrictions required to contact you and I will do my best to comply with those instructions.

ON-LINE VS. FACE TO FACE THERAPY...

Providing therapy on-line is a new and still developing form of therapy. Every month there are new articles measuring the effectiveness of online methods of providing therapy and education. Of those that I have seen, outcomes are equivalent to face to face methods. More study is needed. Most of the studies look at using educational methods supported by text based exchanges between clients and therapists usually via email. Only a few studies have looked at using video conferencing but the results have been the same, showing equivalent effectiveness.

Although there is reason to believe this form of therapy may serve your mental health needs, the extent of such benefits and risks are still largely, from a research perspective, unknown. There may be more substantial risks to confidentiality by using the internet. Problems can occur with your or my computer and the network between beyond my control. Traditional treatments for your presenting problem may include face-to-face therapy at a local clinic. Sometimes group or family therapy is an appropriate alternative. Your insurance company may not cover therapy provided via video on-line. If you prefer to receive a more traditional therapy, please ask for a referral. Or if we begin therapy and it appears face-to-face may be a better alternative, I will provide a referral. You can be assured that I am keeping on top of the literature and will continue to add references and reviews to my website as I read them.

THERAPEUTIC BOUNDARIES...

During the time you are a client mine, you can expect most of the services offered during your scheduled visits. Should you have an urgent need, you can leave a message for me and I will get back to you I can. You should not expect emergency help from me. You can ask me to help you develop a crisis plan to prepare you deal with an emergency that might arise. This plan lists things you can do to seek help during a crisis.

The relationship you have with a therapist is unique. Therapists cannot be friends or business partners, or have a social or sexual relationship with you. Do not attempt to contact me outside our scheduled appointment unless it is related to scheduling or canceling an appointment or there is an urgent need, but not an emergency. I can not provide emergency services. If you have an urgent need, contact me by phone or email me at dave@ePsyQ.com, or another secure on-line methods. **Do not leave confidential information on a voicemail at my phone number because it is not completely private since it is stored at Google Voice.** If you send me unsecured email, call me for a non-urgent matter, send an @replies or direct message on Twitter, comment or direct message me on Facebook, write a blog comment or contact me via some other insecure and/or public means, you *may* be ignored and/or deleted to preserve the integrity of the therapeutic relationship and protect your confidentiality.

IT MAY BE NECESSARY TO CONTACT YOU

In most cases, I will email you should there be a need to contact you between sessions. In the event that I must telephone you for purposes such as appointment cancellations or reminders, or to give/receive other information, efforts are made to preserve confidentiality. If you have specific preferences, please notify me where I may reach you by phone and how you would like me to identify himself. For example, you might request that when I call you at home or work I will not give my full name or nature of the call, but rather my name only. If this information is not provided to me I will adhere to the following procedure when making phone calls: First I will ask to speak to the client or guardian without identifying the purpose of the call (to protect confidentiality). If I reach an answering machine or voice mail I will follow the same guidelines.

If you have any questions about these rights and responsibilities, please discuss them with me in session or at the contacts below.

When you are ready to register for therapy, go to send me an email. Secure email is available for free from your own free email account at www.hushmail.com or www.protonmail.com.