

## Acknowledgments and Agreements

*Instructions: The following form is necessary for services to begin with B Johnson LLC. Please initial each section to indicate you have read/reviewed and can attest to and agree with each of the policies identified. If you have questions or concerns please contact Bethany Johnson at bethany.johnsonlcsw@bjohnsonllc.com for further help.*

### Section 1: Financial Policy

***I the undersigned attest and acknowledge*** I have reviewed and agree to the financial policy made available for review at any time at [www.bjohnsonllc.com](http://www.bjohnsonllc.com). I understand the terms of financial policy is as Identified:

- i. If uninsured or not utilizing insurance benefits for services, I have the right per the Fair Claims Act of 2020 to request a "good faith estimate" identifying the approximate cost of services through the extent of my treatment, and per the regulations of FCA any expense exceeding \$400 of my GFE may be subject to dispute.
- ii. I understand that by utilizing health care benefits I waiver my right for a Good Faith Estimate as B Johnson LLC maintains a contract defining financial terms with my insurance company as an In-Network Provider.
- iii. I understand that B Johnson LLC reserves the right to change the base rate of service upon written and verbal notice no less than sixty (60) days prior to the change.
- iv. I understand that balances owed unpaid longer than 180 days may be subject to debt collection efforts via a third party agency which may have an impact upon my credit report.

### Section 2: Financial Agreement

***I the undersigned attest and acknowledge*** my agreement to accept all financial responsibility for the services rendered, I understand that it is my responsibility to pay for the services rendered at the time of service per the conditions of written financial agreement or per the benefits agreement made with the health insurance company provided.

### Section 2: Assignment of Insurance Benefits

***I understand and acknowledge my agreement*** of my responsibility to provide accurate and complete insurance information, including updating insurance information. I understand that the payment of fees for services rendered are ultimately my responsibility, regardless of insurance coverage and personal policy, regardless of the service limitations of personal policies. Fees in which I am responsible for at the time of service include but are not limited to: Non-covered services, Deductible, and/or co-payments. I understand it is my responsibility to provide B Johnson LLC with written notice of any changes made effecting coverage via Identified benefits.

***I understand and acknowledge*** my responsibility to communicate changes to financial status and needs with B Johnson LLC in which my ability to pay for services rendered is effected, to initiate a review and negotiation of payment terms. I understand that failure to report changes may result in non-payment and untimely claims filings in which I am responsible for payment for denied claims.

### Section 3: Insurance Billing Authorization

I the understand and acknowledge my consent for B Johnson LLC to submit all necessary PHI and treatment information to Identified Health Insurance company on my behalf. By signing I am attesting to my I understand that submission of claims to the insurance companies identified by me requires the release of Personal Health Information, including supporting documentation requested by the identified insurance company for quality assurance and may be used to determined eligibility for authorizations submitted on my behalf for the agreed upon services.

### Section 4: Sliding Scale Application

I the under and acknowledge that B Johnson LLC provides access and accommodation for changes in financial and insured status in which my ability to pay for services rendered is effected with a Standardized Sliding Scale Fee Structure in which I may request review and participation in at anytime. Additionally, I understand that I may request a review of my account in which accommodation may be negotiated directly with the owner of B Johnson LLC, Bethany R Johnson, with written request.

### Section 5: Appointment Agreement

- i. I, the undersigned, attest to my understanding that my appointment is a reservation of time allotted to me, and it is my responsibility to notify B Johnson LLC providers that I am unable to attend, am running behind/will be late, or in need to rescheduled for agreed upon appointments.
- ii. I, the undersigned, attest to my understanding that B Johnson LLC is a private practice organization and resource of time is limited, thus appointments pay be delayed and start of appointments are contingent upon dynamic circumstances of the practice as a whole. In an effort to be considerate of need/demand I understand that my provider may offer an alternative appointment start time and/alternative date for services for the same allotted time; and appointments can be delayed up to 15 minutes without notice.
- iii. I, the undersigned, attest to my understanding that it is my responsibility to notify B Johnson LLC providers of my arrival via text, and a closed door to the office indicates that my provider is not currently available, and may be in session with another client or conducting other private and protected communication.

## **Section 6: Confidentiality and Privacy**

***I, the undersigned, acknowledge and attest*** that I have been given access to review the rights afforded to me in Health Insurance Portability and Protection Act of 1996, Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, and understand that the complete and full policies may be reviewed at any time at the following web address: <https://www.hhs.gov/hipaa/for-individuals/index.html>

## **Section 7: Exceptions and Limitations of Confidentiality**

***I the undersigned attest and acknowledge*** that there are limitations and exceptions to privacy protections; specifically in regards to the following:

- i. **Emergency:** In the event of an emergency, medical or mental health information may be shared on a need to know basis with emergency responders, emergency department staff, police, and/or emergency contacts identified.
- ii. **Harm to self/others:** In cases in which significant risk has been identified in which you/the client has indicated risk of harming self or harming others providers at B Johnson LLC is obliged by law to enact Duty to Warn and Duty to Protect. In these circumstances, the provider has the duty to protect the client and/or identified victim through police, emergency responders, and/or guardian(s).
- iii. **Suspected/allegations of abuse/neglect:** In cases in which a client and/or other person adult or child has identified abuse or neglect including but not limited to: Physical, sexual, medical neglect, educational neglect, general neglect the proper authorities will be contacted and report documented. B Johnson LLC reserves the right to inform the client/guardian that a report to APS/DCS/Law Enforcement has been made, in cases in which the alleged perpetrator is identified to be a guardian and/or member of the household, the therapist reserves the right to disclose and report without notification in an effort to maintain safety of the identified victim. In cases of interpersonal violence between two adults, reports are generally NOT made unless specifically requested by the victim.
- iv. **Court order:** In the event that records are requested by the courts, an order must be in place prior to be turned over, unless the client/guardian releases the information to be released. Clients should be aware that subpoenas for the therapist and/or records to be submitted for court use, a release of information MUST be in place prior to the release of record. Such services are subjected to additional fees to be payed per the requesting party. Client are advised that records and/or fact witnessing provided to legal representation for the purposes of evidential use, are subject to review by both party's and may be subject to cross examination and may become apart of the official court record.
- v. **Clinical supervision and case consultation;** B Johnson LLC is and has in the past been a host to Undergraduate interns and Post-graduate associate level employees who provide who provide services under the supervision of Bethany R Johnson, LCSW. Per Indiana law, any associate level clinician or para-professional must obtain supervision and guidance upon the services in which they provide and documentation of such supervision must be attached to any clients medical records as proof of such arrangement. Supervision is conducted on a weekly basis and each assessment, evaluation, treatment plan and diagnosis requires review and signature by Bethany Johnson LCSW. If you/guardian/Client have any questions or concerns regarding your treatment please contact Bethany Johnson LCSW at the email or phone provided.

## **Section 8: Consent to Treat**

***I the undersigned hereby acknowledge and attest to my given consent for mental health treatment by one or more providers at B Johnson LLC.***

- i. **I attest that I am agreeing and consent for treatment in the methods and manner identified in my/or my ward's treatment plan in which my signature identifies my agreement.**
- ii. **I attest that I am consenting to treatment upon my own accord, free from coercion from any such member of B Johnson LLC and I understand that I am free to discontinue services at anytime without notice or cause.**
- iii. **I attest to my understanding that referrals and/or court orders to participate in treatment by B Johnson LLC are not mandated or enforced by any member of B Johnson LLC, and I have free choice in from whom I receive service regardless of court order. I attest to my understanding that I face no consequence from B Johnson LLC for failing to comply with requirements of an external agency.**
- iv. **I attest to my understanding that though harm is highly unlikely during the course of treatment, in the course of treatment I may experience unexpected and difficult emotional experiences while in treatment and that B Johnson LLC denies liability for negative experiences resulting from treatment conducted in an ethical manner per the guidelines of NASW, federal and state regulations, and policies outlined within this document.**
- v. **I attest that it is my responsibility to report any questions or concerns or complaints regarding the ethical standards and practices of the mental health services rendered or alleged harm inflicted by the professionals of B Johnson LLC via written complaint in which B Johnson LLC may pursue and investigate claims fully. In the event in which an individual feels uncomfortable or unable to communicate with B Johnson LLC regarding concerns or complaints, Individual are encouraged to contact individualized health insurance member care services via method identified by health insurers member service hot line.**

## Section 8: Recordkeeping and Documentation

I the undersigned hereby acknowledge and attest to my understanding and review of the following policies and practices held at B Johnson LLC with regard to Clinical record and documentation. I attest to my understanding of the following

- i. Medical Record is defined as the following; and are the protected property of client stored either in secure digital format and/or paper chart under minimum necessary standards; when "records" are requested by the patient, collaborative provider, and/or release via court ordered these are the following documents that may be requested with appropriate request.
  1. Demographic information
  2. Insurance information
  3. Assessment forms and tools
  4. Treatment Plan
  5. Diagnosis
  6. Interventions, progress notes, letters, recommendations
  7. Treatment dates
  8. Documents recording correspondence
- ii. Client Record; these are protected records utilized by the professional and clinical staff for the continuation of care, these records are private and require specific request, rationale, and approval by the clinician and/or clinical supervisor. These documents require court order to be released for the use in legal proceedings, in an effort to protect the therapeutic relationship and dignity of the client as sensitive details of clinical significance may be documented/recorded.
  1. Notes written during session by the therapist
  2. Collaborative communication notes
  3. Incident reports
  4. Supervision notes
  5. Audit information
- iii. Other protected record/recording/documentation; such record includes financial information, email/contact information, and audio/video recording for the use of training and administrative use.
  1. Email: Email addresses and other insecure forms of communication information such as phone numbers, fax numbers are kept within the chart for use to communicate for purposes of business only upon explicit consent. Such purposes may include: sharing of information regarding appointment scheduling and reminders, invoicing, or transmission of requested documentation. No protected health information is associated with the storage of such information and B Johnson LLC is not responsible for the security and protection of shared information once sent. B Johnson LLC utilizes secure email, and only emails addressed from accounts ending in "@bjohnsonllc.com" should be regarded as legitimate and official communication. Text received by clientele are protected by secure passwords and are retained upon secure servers accessible only by the owner of B Johnson LLC, Bethany Johnson, and designated information technologist. Clientele and those who communicate with B Johnson LLC should refrain from sharing confidential and identifying information when possible with regard to the protection of personal information.
  2. Video/Audio recordings; Such recordings occur only for the purposes of security of property and for training use; no such recording devices are used within the area in which the sole purpose of area is used for the conduct of business and clinical services, ie "waiting room"/reception area and adjoining office space.
    - a. Security: 805 Walnut Street, Madison, IN 47250 is a dual use property of residential and business. Security cameras are located in two locations, the external entrance of the building in which public street is viewable and in the corridor/ dual use area in the residential/duly used portions of the property. Such video surveillance is in place for the protection of residents and clientele. Such recordings are accessible only by Information technologist and owner of B Johnson LLC, and digital copies are only available to those images or footage in which explicit consent is given by all parties; images/footage is retained only for a period of 60 days prior to automated digital purging.
    - b. Audio recordings within the clinical office space: In the event a clinical provider requests the audio recording of a clinical session a client and/or their guardian must provide explicit verbal and written consent provided prior to the collection of any such recording. Recording of such nature may only be conducted for the purpose of training and education of supervisory nature. Recording may be maintained only for the duration of 30-60 days prior to destruction and purging of such record, Parties will be provided written certification upon the destruction/digital purging of such file.

### **Section 9: Non-discrimination**

I the undersigned attest and acknowledge the understanding that the providers and employees of B Johnson LLC are bound by the ethical principles of the National Association of Social Work and other professional credentialing bodies including ASWB and Indiana State law in which individuals should be free from oppression and discrimination and it is the responsibility of the professionals at B Johnson LLC to provide protection and prevention through consorted effort via established policy to prevent and adequately respond to witnessed and reported harm inflicted upon clientele, specifically with regards to harm inflicted within the pursuit of treatment.

### **Section 10: Rights and Responsibilities of Providers**

I the undersigned attest to my understanding of the following rights and responsibilities of providers and the organization of B Johnson LLC. B Johnson LLC Providers and organizational members reserve the right to:

1. Promote the wellbeing of clients and taking action in the clients best interests
2. Providers may supersede the responsibility and loyalty to clients for the responsibility of larger society in circumstances in which providers are required by law and/or must act to promote the safety and protections of all over one.
3. Providers must respect and promote the clients right to self-determination and support clients efforts in regards to the goals and desires of clients, acting only against self-determination of clients in times in which the actions or potential actions pose serious, foreseeable, and imminent risk to themselves or others.
4. Providers have the responsibility to provide services to clients only in the context of a professional relationship based, when appropriate, on valid informed consent.
  - a. Providers must use clear and understandable language in the process of informing clients the purpose, limitations, and risks associated with services provided.
  - b. Providers must provide appropriate supports and best efforts in times in which accommodations are needed to obtain appropriate informed consent
  - c. Providers demonstrate reasonable good faith efforts act in manner consistent with the clients' wishes and interest during times in which the client lacks capacity to consent in which third-parties must provide consent
  - d. Providers must inform and respect the rights of clients to refuse services with exception to times in which clients are unable to provide consent
  - e. Providers have the duty to inform clients the limitations of consent, confidentiality, and rights of refusal in times in which services have been deemed involuntary
5. Providers have the responsibility to represent and provide services in which they are able to demonstrate competency to provide services within the boundaries of their education, training, certification allots and have a responsibility to seek consultation, supervision from professionals who hold the experience and education.
6. Providers have the responsibility to exercise careful judgments and take steps to ensure the competence of their work and protect clients from harm.
7. Providers must demonstrate and provide services with consideration of an individual clients cultural context, and make all effort to be informed of provisions necessary to provide services guided by cultural competency demonstrate cultural humility to protect clients from oppression, racism, discrimination, inequities and acknowledge personal privilege.
8. Providers must make best efforts to alert and avoid conflicts of interest that may interfere with their ability to exercise professional discretion and impartial judgment, and make reasonable efforts to resolve the issue in a manner which makes clients' interest primary and protects to the greatest extent possible.
9. Providers must act and promote the confidentiality and privacy of clients within context of clients best interest in accordance of the law. Providers must inform clients of limitations and breeches or disclosures of confidentiality and privacy.
10. Providers have a responsibility to provide reasonable access to records concerning the client, providers must provide assistance in interpretation and consultation with clients regarding clients in the event access could cause serious misunderstanding or harm to the client.
11. Providers should not engage in physical contact when there is potential for psychological and/or physical harm resulting from contact
12. Providers must provide services free from sexual harassment and sexual contact, derogatory language

## **Section 10: Providers Rights and responsibilities Continued**

13. Providers should not accept and must refuse goods and/or services from a client in exchange of professional services, ie bartering arrangements, in order to protect the client from conflict of interest, exploitation, and promote appropriate boundaries in the professional relationship.
14. Providers must clearly communicate fees associated with services provided, and make reasonable efforts to ensure fees are fair, reasonable, and within consideration to the clients ability to pay.
15. Providers should make reasonable efforts to ensure the continuity of services in the event that services are interrupted by factors such as unavailability, disruption in electronic communication, relocation, illness, mental or physical ability or death.
16. Providers reserve the right to refer clients to other professionals when the professionals' specialized knowledge or expertise lacks to meet the needs to adequately serve clients.
17. Providers reserve the right and have responsibility to refer clients to alternative providers when they believe they are not effectively servicing a client in circumstances in which reasonable progress has not been made, or other services are required to meet the needs of the clients.
18. Providers must inform the client and obtain consent to and seek consultation with clients and professionals of the referral and reason for which have been made.
19. Providers reserve the right to terminate services to clients and professional relationships when such services are no longer serve the clients needs or interest.
20. Providers must make reasonable steps to avoid abandonment of clients who are still in need of services, providers must give careful consideration of all factors and efforts to minimize aversive effects of precipitous withdraw.
21. Providers reserve the right to terminate services to clients who are not making payment of overdue balance when financial and contractual arrangement have been expressed clearly, when the client does not pose an imminent threat of danger to self or others.
22. Providers must provide appropriate and reasonable efforts to transfer or referral and options for the continuation of care in the event or anticipation of interruption or termination of services with consideration to the risk and benefits given options and the clients needs and preferences.

## **Section 11: Rights of**

I, the undersigned, attest to my understanding and acknowledgment that B Johnson LLC reserve the right to amend and repeal the above and elsewhere stated policies and practices held which may directly or indirectly affect the services provided to me while under the care of providers at B Johnson LLC with the responsibility that alterations to policies and practices are done with adequate and appropriate written notice.

I the undersigned have review and attest to my understanding that B Johnson LLC reserves the right to:

1. Amend/repeal policies which guide the services provided, within reason to which such changes are in accordance to ethical and legal practice.
2. Make changes to the cost of services which are reasonable and of fair market value with a notice of 60 days prior to implementation of change of fees
3. Negotiate and make accommodation to individual needs and determine exceptions in policy/practice with the best interests of a client with appropriate consent
4. Request and take action to intervene to prevent and promote the safety and security of the larger population of clientele
5. Dismiss or request the removal of clients who are disruptive to the organization and pose threat or actual harm to others or property owned by B Johnson LLC
6. Investigate and issue disposition of reported incidents occurring on the premises of the organization or incidents occurring during the course of treatment involving one or more participants.
7. Take action in which the welfare of one or more individuals are in question of threat or reported harm including but not limited to:
  - a. Calling public safety officers
  - b. Requesting for the official check of welfare of an individual by emergency contact, law enforcements, or other crisis or emergency response service providers
  - c. Obtain emergency detention for participants who are temporarily competence capacity is limited
  - d. Call upon emergency services for individual who are in apparent medical distress at the cost and expense of the individual
  - e. Respond and seek legal order of protection including no contact, no trespassing, cease and desist, and/or protective order to prevent and protect employees
8. Seek counsel in the event of allegations of legal or ethical violations made against providers and/or employees of the organization, and/or against the organization as a whole.

**SECTION 11: Rights of the Organization Cont.**

9. The organization maintains the rights to obtain associations and business agreements in the course of conducting business to whom the organization see's fit. Consumers of B Johnson LLC services are free to review a list of business associate agreements maintained by the organization, as well as review and request in clear language the nature and purpose of the agreement held and its role in conducting business.

10. The organization reserves the right to employ qualified and appropriate candidates to conduct business and perform tasks assigned, as well as the right to terminate employment without cause as Indiana is considered an "at will employment state."

**Conclusion**

The above identified policies are not a full scope of practice policy within the organization. Consumers are asked to sign and acknowledge a receipt of the above policies as they pertain to their care directly. Consumers may be asked to review and sign through the course of their treatment annually or upon significant changes to the above.

Consumers are encouraged to review policies which are maintained for public access on [www.bjohnsonllc.com](http://www.bjohnsonllc.com) or may be requested at any time directly.

Questions or concerns regarding the above policies may be directed to owner/clinician Bethany R Johnson, LCSW via email or via online request form at the above identified website.

Request and considerations of policy review may be requested via email or within the same request form available online at [www.bjohnsonllc.com](http://www.bjohnsonllc.com).

I, \_\_\_\_\_, hereby attest to review and agreement of the above policies of practice. By signing I attest to my understanding and of having authority to sign on behalf of myself and/or the ward client in my care.

\_\_\_\_\_ I am requesting for the review of financial policy in which I identify the need for:

- \_\_\_\_\_ Good Faith Estimate
- \_\_\_\_\_ Application for sliding scale fee review
- \_\_\_\_\_ Payment plan to reduce balance

\_\_\_\_\_ I request that special accommodations be reviewed and considered for the following purposes:

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**Authority to Sign:**

- \_\_\_ I Am the Client
- \_\_\_ Parent/ Guardian
- \_\_\_ Financial Responsibility
- \_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Date of Birth