

Client Agreement and Responsibilities

Please take the time to read the following information in this agreement and (at our next meeting or anytime going forward) ask me about any parts that are not clear to you. Please review this information (which clarifies more about me and my practice), along with your own experience and comfort in working with me, in your decision to commit to regular therapy and treatment with me. Therapy involves a large commitment of your time, money, and energy, so you should be comfortable about the therapist you select. When you sign this document, it will represent an agreement between us from this day forward.

Professional Background Information: My professional background is a pretty straight forward one- I was one of those rare people that knew what I wanted to do when I grew up and never diverted. I started college in Michigan and fairly quickly learned I would fare better scholastically without frostbitten feet. I finished up my Bachelor of Social Work (BSW) from the University of North Carolina at Charlotte in 1994. Soon after, I graduated with my Master of Social Work (MSW) from the University of Denver (CO) in 1997. I received my initial LCSW (License of Clinical Social Work) in 2000 and have held a License in NC, OK, and now GA. My current license is #4444 with the state of Georgia. For most of my professional career, I have been working independently in private practice with individuals- late adolescents and adults- and at times lead groups. The business name that I use is Clinical Conversations Inc. with website www.ClinicalConversationslnc.com which also includes this information and more of my educational background, experience as a social worker in clinical practice, and my counseling philosophy.

Clinically, I am drawn to the therapy approaches that are fairly "structured", have solid efficacy, and feels congruent to my personality style and experiences. The psychotherapy modalities I have specialized training and predominantly utilize are Cognitive-Behavioral (CBT), Dialectical Behavioral (DBT), Eye Movement Desensitization Reprocessing (EMDR), the parts therapies of Structural Dissociation, Ego State, and Internal Family Systems (IFS), the up-and-coming trauma therapy of Deep Brain Reorienting (DBR), and Art and Group therapies. I have taken the advanced steps to receive my Certification in EMDR and Approved Consultant (AC) status from EMDRIA. As an consultant, I am part of a select group of EMDR therapists pursuing the highest standards for the clinical use of EMDR and can provide consultation to other EMDR therapists in this approach. All in all, I go above and beyond for yearly continuing education, try to keep abreast of research and literature, receive advanced clinical consultation and also provide it for others.

My Approach: Many times, my initial goals for therapy are to assess your positive coping skills and to add to that toolbox. I may utilize cognitive and behavioral approaches to see if how your thinking, patterns of behavior, or unhealthy coping may be exacerbating symptoms. If making adjustments in those areas are not offering us dramatic results, I ask clients to allow therapy to go deeper to explore the root of issues (typically childhood, trauma, or parts work). As a Certified EMDR therapist I receive many referrals for this therapy approach. Here is more about EMDR therapy: EMDR therapy uses bilateral stimulation—including right/left eye movement, tactile and/or auditory stimulation—which repeatedly activates the two hemispheres of the brain. EMDR is considered an effective technique for "unlocking" the negative memories and emotions stored in the nervous system, thereby helping the brain/body to successfully process the experience. To successfully process a triggering memory is for it to feel neutral about it, with less reactivity even if the memory is still factually unpleasant.



Most all of us have small 't' and some big 'T' traumas that when accessed can be activating or triggering. If there have been many experiences of trauma in early childhood and into adulthood, trauma work in therapy can be more complex yet still effective. The positive and long-term results of EMDR therapy can affect all levels of well-being—mental, emotional, physical, relationships, and self-perception, so that responses return to normalcy and health. But trauma work is hard work: 1) Distressing and highly charged clusters of memories may get stirred up temporarily. 2) Some clients have experienced reactions during the sessions that neither they nor the administering clinician may have anticipated, including a high level of emotion or physical sensations. 3) Throughout the treatment, the processing incidents/material may continue, and other dreams, memories, flashbacks, feelings, etc., may surface. Clearing or neutralizing trauma is no easy task, but I have much experience in trauma therapies and tools to keep EMDR psychotherapy from continuing to be too overwhelming. And when trauma is adequately resolved, it changes the brain and is permanently neutralized. Any therapeutic modality or intervention is entered entirely voluntary and can be discontinued upon request at any time.

<u>Participating Fully in Treatment</u>: In order to benefit fully from mental health services, your job is to provide information and feedback in all honesty to aid our work together. If you are experiencing symptoms or behaviors that you have the urge to avoid discussing, those are probably exactly the things you should be upfront about in therapy. In my opinion, if you are only presenting your best side in therapy, you are shortchanging the process. We all have regrets, weaknesses and patterns of behaviors that may get in our way at times. Being brave in your own vulnerability is the best policy in therapy.

I encourage you to practice your assertiveness skills with me. I view our therapeutic relationship as an example of a healthy, open, collaborative and, at times, longer-term relationship. I, like anyone, can have days I am more edgy, tired, pointed, etc. Therapy is a wonderful opportunity to practice assertiveness or confrontation, discussing our interactional or transference experiences, and healthy boundaries. If you do not agree with the advice I am giving or feel therapy is not working for you, please say so, sooner rather than later, so collaboratively we can work on a plan that you are more comfortable with. I welcome questions, comments, or suggestions regarding our interaction or your course of therapy. Clinical outcomes depend largely on your willingness to engage in this process and to invest your time and efforts outside of our therapeutic hour. Being active in treatment means researching and following through on tried- and- true strategies that are highly recommended not just by me but most sources regarding your condition or issues. Much of the skills and advice I provide is grounded in sound empirical research, but results cannot be guaranteed or assured. Angie Heath cannot promise that your symptoms, behaviors, or circumstances will improve. Yet, I'm grateful I see improvements on a regular basis. I do commit to support you, facilitate your growth and healing to the best of my ability, do my best to understand you, as well as to regularly help you clarify what it is that you want for yourself.

Angie Heath also recommends for you to refrain from mind-altering substances or behaviors for at least 8 hours prior to or after your therapy sessions. (The more you are leaning on clean, healthy coping the better.)

<u>Duration</u>: Counseling sessions typically last 45-55 minutes which includes scheduling and payment. If you are utilizing your insurance for sessions, the duration of each session can be monitored by them. Some insurances like to push therapists to keep appointments to 45



minutes or less. If you want more flexibility for length of sessions, we can discuss private pay options, such as private paying for longer appointments. (Research recommends EMDR therapy to be 90-minute appointments typically. Managed care/Insurances like to think they know best for all treatment and did away with the 90-minute code about fifteen years ago.) Our first few appointments will involve an evaluation of your needs, symptoms, and discussion of overall functioning and history. By the end of the first few sessions, we have typically identified some of our treatment goals, discussed how often and when we will hold our meetings, and I have a mental health diagnosis or diagnoses I will use for medical necessity of treatment. Total length of therapy depends on many factors including progress of goals, treatment approach, symptomatology, the impact of extraneous variables, and both our efforts. Termination of the counseling relationship is a natural occurrence when your goals for counseling have been met. If you are ready to move on from therapy before I start broaching the subject, feel free to be upfront with me about your readiness to terminate so that we can review goals, summarize, and have a nice closure.

Our treatment collaboration may also be terminated if, in my professional opinion, it is in your best interest for me to refer you to another professional, as an ethical standard may dictate this course of action.

<u>Fees, Responsibility, and Cancellation Policy</u>: For several years now, Angie Heath has maintained a very full caseload and it is routine to have waitlists for open time slots. Please try not to miss appointments if you can possibly help it. I consider consistent meetings very important. A minimum of 24-hour notice is required for cancellations, more than 24 hours is appreciated. If you do not cancel with at least 24 hours in advance, you will be charged \$70 (which is not covered by insurance companies). I reserve the right to decide whether I will waive the cancellation fee.

You are financially responsible for all professional services provided to you or the designated individual. You are responsible for payment for services that are not paid by insurance or other involved parties. Fees or co-pays are expected at the time of appointment. If you would like, I will bill the insurance company for you (electronically) as a courtesy but ultimately, payment and collection from sources other than you, are your responsibility.

Unless otherwise negotiated or contracted by your insurance carrier, Angie Heath's fees are:

Initial Assessment (60-75 min) \$185

Couples/Family Session \$185

Group Session (80 min) \$75

55 min Individual Session \$165
85 min Individual Session \$225
Crisis appointment \$250

Phone calls outside of a session after 15 minutes will be assessed \$50 fees at every 15-minutes.

If additional paperwork is requested (such as paperwork for disability or medical leave, letters for court, treatment summary of progress), additional fees may/will apply and be based on extent of time required to meet request(s), 30-, 50-, or 85-minute increments. Payment is due *prior* to any additional services or paperwork being completed.

I realize that my fees involve a sacrifice, although they are well in line with therapists' fees with even less experience and training than myself. Hourly fees are based on not only our face-to-face time together but also include time for clinical notes, consulting with others within your treatment team, seeking consultation for your behalf, documentation, advocating with insurance, preparing for our appointments, etc.



Cash, personal checks, or credit cards are acceptable for payment, and I can provide you with a receipt if requested. The fee for a check returned for Insufficient Funds is whatever the bank has charged me, plus \$25.

Angie Heath reserves the right to use a collection agency to collect outstanding debts. Reasonable collection and/or attorney fees may be incurred for the collection of unpaid balances.

As you may have inferred from my professional bio, I am not trained in forensic work (regarding legal opinion or court of law) and therefore, cannot participate in custody evaluations, depositions, court proceedings, or any other forensic activities. In the event you require my participation in legal proceedings, you will be expected to pay for my professional time at a rate of \$350 per hour including travel time or in the amount of \$1500 for one full day to be paid 5 days in advance of any court appearance or deposition, even if I am called to testify by another party.

Behavioral/Mental Health Insurance: Currently, Angie Heath is an in-network provider with a couple of the larger health plans. Even as an out of network provider, I am willing to file for insurance reimbursement should you request. To process insurance claims or in commerce with insurance(s), this provider shares the minimum information necessary.

I have utilized electronic billing services (My Clients Plus and Headway) for years now to electronically file insurance claims. If I am billing insurance for you, with your signature at the end of this Agreement, you are authorizing assignment of payment of your mental health benefits to Angie Heath/Clinical Conversations, Inc. This Assignment of Benefits shall be deemed ongoing as long as you are receiving mental health services.

To bill your insurance company, this therapist must provide a psychiatric diagnosis. Many clients may have more than one mental health diagnoses with each appointment's treatment focus defining the medical need.

At my practice, we will do our best to give you an estimate for your portion of costs, but it is your responsibility to find out your insurance company's benefits to assist with insurance reimbursement. Insurance companies have many rules/requirements specific to certain plans and even if we verify benefits, the quotes can change.

Sometimes I am forced to participate in audits by insurance carriers. They may request my progress notes. Many times, I try to just submit a summary of progress, treatment goals, symptoms, etc. instead of submitting each note for a defined period of time (which can be months to years). I have no control or knowledge over what insurance companies do with the information that is requested or who has access to this information. It's good to be aware that submitting mental health claims may carry a certain amount of risk to confidentiality, privacy, or to future capacity to obtain health or life insurance. The risk stems from the fact that mental health information (just like other health information or diagnoses) is likely to be entered into insurance companies' computers and reported to a national data bank. Psychiatric conditions might affect, for example, your future insurability or admission to the military. You may maintain much greater control over potentially sensitive details of your life by paying privately for services.

<u>Out of Network Expenses/Surprise Billing Protection</u>: The No Surprise Act went into effect January 2022. This Act requires that healthcare providers notify you of your federally protected rights when services are rendered by an out-of-network provider, if a client is uninsured, or if a client elects not to use their insurance for services. Additionally, healthcare



facilities and individual healthcare providers are required to provide you with a Good Faith Estimate (GFE) of the potential cost of services in a calendar year (given ideally verbally prior to or in writing at start of the uninsured/self-pay patient receiving treatment). This Act is a great thing because we all know many have been burdened by large, unanticipated bills when they were trying to receive in-network medical/health care.

This *section* though is only for those that pursue services with Angie Heath, LCSW when she is *not* in their health plan's network (so out-of-network) or those that have chosen to self-pay (whether Angie Heath is in-network with the health plan or not). The out of pocket treatment expenses need to be detailed in a Good Faith Estimate (GFE) of expected charges for her services. This provider offers an upfront chart of fees on the clinicalconversationsinc.com website and on a provided GFE with a personal (initial) estimate detailing frequency of services. It is difficult to determine the true length of treatment for mental health, and each client has a right to collaborate with their provider on how long services will be provided so this GFE is a best estimate. Further updates of GFE can be requested and offered when treatment plans are updated.

If you are planning to work to get reimbursed from your health plan, call them to receive detailed information about how much, if any, your plan will pay, and whether my services are reimbursable.

You aren't required to pay out of pocket for therapy services. You have choice. You can choose to get care from a provider or facility in your health plan's network, which may cost you less. Your health plan may be able to help you find an in-network provider or agency or work out an agreement with this provider or another one for fees. If you agree to self-pay, you likely will pay more for services because 1. You are giving up some protections, such as owing the full costs billed for services received, 2. Your health plan might not count any of the amount you pay towards your deductible and out of pocket limit and 3. Your health plan may require prior authorization before you get services.

Questions about this No Surprise Act information? Call Georgia Secretary of State or the Department of Health and Human Services or visit https://www.cms.gov/files/document/model-disclosure-notice-patient-protections-against-surprise-billing-providers-facilities-health.pdf for more information about your rights under federal law.

<u>Confidentiality</u>: The clinical record consists of notes describing the therapy sessions, dates of sessions and fee collection, treatment goals, communication documentation, and any evaluations or handouts given in session. Confidentiality is the basic tenet of psychotherapy. Your PHI (private health information) or treatment record will not be released without your consent, unless in those situations as outlined in the HIPAA **Privacy Notice**.

I employ a very part-time billing person to assist with electronic billing and insurance follow-up. This admin has many years' experience working in the mental health practice field. They also have signed a Business Associate Agreement (BAA) with me and are aware of standards for confidentiality.

To coordinate services with your mental and/or health providers (psychiatrist, primary doctor, or other licensed health care providers) I may request for you to sign a Release of Information form so that we may consult with each other for your behalf. This may be a request that you may or may not wish to grant.

Once we engage in a professional relationship of therapist and client, it is my ethical duty to always maintain only a professional role. Therefore, I am unable to attend social events, have



contact with you on social media, or relate to you in any other way than in the professional context. If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me or divulge our professional relationship, I will be more than happy to speak briefly with you but feel it appropriate not to engage in any lengthy discussions outside of the therapy office. I do not agree to be recorded for any part of any session or phone communications. Angie Heath believes wholeheartedly in professional growth and so utilizes consultants routinely. I pay a hefty amount of money each year to even more seasoned professionals for training and consultation in hopes of improving care and meeting treatment goals. Minimal PHI is shared at times of peer consultation and those professionals are also required by professional ethics and the law to keep details/information confidential.

When I am unavailable for an extended time and there is a clinical need, I may ask a peer colleague to be available to you or for appointments or crisis calls. I may provide that therapist some information so they can provide continuity of care if requested by you or in the event of a crisis.

In the case of my sudden death or incapacitation, I have arranged a professional will for my admin and a colleague to arrange client notification and later transfer recommendations as well as the eventual close of my practice.

<u>Safety</u>: My practice is considered an outpatient facility, and I am set up to accommodate individuals who are reasonably safe and resourceful. You are responsible for avoiding any actions that could harm you or others. This includes being responsible for telling me if you are having thoughts of or feel that you might harm yourself or others so that we can take action to ensure safety. Ensuring safety at times may mean we will talk about increasing sessions, seeking out other resources for inpatient or outpatient adjunctive therapies, or leaning more on your support system. The level of increased services will depend on current symptoms, our collaboration, and my clinical judgement. If at any time our outpatient plan does not feel like enough support, we can discuss additional resources and work to increase your level of mental health oversight.

If an urgent mental health issue or emergency arises, the main priority is for you to receive the urgent care you need. Angie Heath is not a crisis agency, I am not available at all times, and I am off on evenings, weekends and holidays. That being said, I am your therapist and want to offer collaboration and intervention if it could help manage symptoms and/or prevent inpatient treatment. If you would like a <u>crisis appointment</u> before our next scheduled appointment, leave me a voice message and then follow up with a secure text message. Every effort will be made to provide you with an appointment within 24 hours.

If you are experiencing an <u>emergency</u>, please do not wait for a return call from me, you are urged to

- -go to the nearest psychiatric or hospital emergency room
- -call 911
- -call your psychiatrist on call service
- -call the Georgia Crisis Line at 1-800-715-4225
- -call or text 988 for 24/7 crisis or mental health-related distress and inform them you are experiencing a mental health emergency.



Many have experienced psychiatric hospitalization. If I can advocate on your behalf as your therapist I will gladly do so and consider it a part of our treatment relationship. If you would like me to be aware of your **psychiatric hospital** *preference* please note it here (in the event of a possible, future mental health hospitalization):

For the safety of all clients, their accompanying family members and children, and other therapists in the building and their visitors, I maintain an in-house *zero-tolerance weapons policy*. I reserve the right to terminate treatment with any client who violates this safety policy. Endemic- COVID spread is still embedded in our lives. If you prefer I wear a mask in our inperson appointments for protection, I will gladly do so.

<u>Telemental Health Services</u>: Telemental Health (TMH) is delivering services via phone, video, internet, smartphone, tablet, PC desktop system or other electronic means. Angie Heath has completed specialized training in TMH.

Technology platforms I routinely utilize to deliver my services include:

My Clients Plus - electronic billing service

record.

Headway - payment and electronic billing service

Jituzu - calendar and texting service for appointment reminders

Ivy Pay - credit card processing app just for therapists

Hushmail - encrypted emails (angieheathLcsw@therapysecure.com)
 OhMD - texting with clients via an app on smartphone or computer
 zoom.us - video appointments or recording session when applicable

All of these companies have been chosen because they offer a signed HIPAA Business Associate Agreement (BAA). The BAA means that the company is willing to attest to HIPAA compliance, federally approved level of encryption, and assume responsibility for keeping your PHI secure. Providers (as of August 2023) are now required to be using telehealth platforms that are HIPAA-secure, have a BAA in place, for all communications. This means that we all must do the extra steps to keep communications encrypted, go through apps, portals, or platforms. These steps are so your confidentiality is protected. Please take a moment to contemplate how to ensure security risk management, like not using work (or other organizations) email addresses if your employer may legally view the emails, any ramifications/negative consequences that may come to you if someone in your life were to access communications with your therapist, using devices like mobile phone or computer that is checked or shared with others, etc. Now, the only exception to *not* utilize encrypted email or text is if you/the client recognizes the safety risks and asks for accommodations (such as a client not having the abilities or access to a cellphone to use an app for texting or other personal impairments). I cannot ensure the confidentiality of any form of communication through non-encrypted electronic media, including phone, email, text messages. I prefer to only communicate via text platforms issues regarding scheduling or business matters of our meetings. I do not engage in lengthy discussions via text or e-mail and reserve the right to inform you that communication needs to wait until our next face-to-face session. Please be respectful of my need to have professional down time. It is important that you be aware that emails and important texts are part of your medical



Technology is constantly changing, and there may be other implications that both of us may not realize at this time with using any telemental health platforms. I am passing on the amount of information I know as best to serve my clientele and conduct business. Feel free to ask questions and know that I am open to your thoughts for our communication and treatment. **TMH/Video Sessions Specifically**: I am only willing to do on-line video sessions with clients with whom I have already deemed appropriate for said services based on clinical judgement. I also reserve the right to decide that video services are no longer appropriate and end these services at any time. Private insurance plans seem to reimburse for TMH sessions still but at any time, insurers can change their mind. You are responsible for staying abreast of your specific plan policies.

Angie Heath prefers in-person appointments and especially for the deeper dive therapy work. Though the collaborative and relational components of therapy can still be experienced in virtual appointments, I feel much is lost utilizing a screen. I observe most clients bring more focus and depth into therapy in the office versus virtually. And there are many nuances that can easily be picked up in person, such as a leg tapping anxiously or tear in your eye. Plus, in person I can offer helpful handouts, hand you a book to borrow, or implement therapeutic techniques that may require movement or drawing for example. And of course, by now we all have experienced some of the disadvantages to using video conferencing, such as lag time or hic-cups in communication and image, audibility issues, freeze moments, distractions, interruptions, and all out disruption of Wifi. Yet, video appointments have many benefits including easy access, no travel time to and from the appointments, not having to concentrate on driving after discussing heavy topics, familiarity of your own technology, etc. TMH a good option to conduct sessions when coming into the office for appointments is not possible (for instance with recent surgeries, extended sickness, pandemics, inflexibility at work, etc.). Steps for TMH/Video Sessions: If we choose to utilize TMH/virtual sessions, you do not need your own Zoom account to join the appointments. The website is Zoom.us to access click Join meeting, and type in your assigned numbers or use the link I supply you. In addition, here are other TMH/Video session essentials:

- I am required to only participate in virtual sessions if you are in a secure location that
 others cannot overhear. This includes not in the same room with partners/significant
 others, family members, etc. Best locations include quiet area with a good Wifi
 connection, a sound machine or Do Not Disturb sign on door.
- If I am unsure of your location, I may need you to supply your address at the start of the session. (Why? If an emergency arises, I may need to direct emergency services to your location.)
- Prepare for your video meeting like you would for a meeting or an in-person appointment- fully dressed!, sitting up, having notepad handy, water or tissues close. Use good time management and be already in a secure setting (not while driving! or moving around where wifi will be compromised).
- Headphones or earbuds tend to make audio clearer.
- Please keep your cellphone near in case we have any sudden disruptions to our connection. But, place cellphone on Do Not Disturb so texts or calls do not interrupt our time.
- Angie Heath does not consent for sessions to be recorded.



 If the appointment must end due to not upholding safety or privacy standards, it will be treated as a late appointment cancellation which entails a fee.

Ethics, Respect and Non-Discrimination: My personal values are that you have the right to be treated equally regardless of race, ethnic origin, religion, gender, age, disability status, sexual orientation, or source of payment. You have the right to be treated in a safe, caring, and respectful fashion, mindful of individual differences and cultural and ethnic diversity. I purposely work in a multicultural, gender and sexuality affirming office where diversity is appreciated. I welcome diversity discussions and insights which only help me grow as a person.

I assure you that my services will be rendered in a professional manner consistent with the ethical standards of the National Association of Social Workers (NASW). If at any time you feel that I am not performing in an ethical manner, I ask that you please let me know immediately. If we are not able to resolve your concerns, you may report your complaints to the Georgia Composite Board for Licensed Counselors, Social Workers, and Marriage and Family Therapists or NASW.

<u>Parkway Psychotherapy and Wellness</u>: Parkway Psychotherapy started as a business umbrella for independently practicing professionals to share an office name and office space. Angie Heath, LCSW/ Clinical Conversations, Inc. is completely independent in providing you with clinical services and is solely responsible for those services.

Notice of Privacy Practices: Providers and healthcare agencies are required to provide patients a notification of their privacy rights as it relates to their health care records. You received in paper-form or have read Angie Heath's Privacy Notice posted on her website that explains how confidential information can be transmitted, shared, and stored. You understand that you should ask questions or discuss any concerns with her if they arise. Your signature below acknowledges that you have familiarized yourself with Angie's HIPAA privacy practices.

If I am billing insurance for you, with your signature below, you are authorizing assignment of payment of your mental health benefits to Angie Heath/Clinical Conversations, Inc.

You accept, understand, and agree to abide by the contents and terms of this Client Agreement. You also consent to participate in treatment and understand that you may withdraw from treatment at any time.

Client signature:	Date:	
Guardian/authorized representative signature:	Date:	
Therapist signature:	Date:	