



THERAPIST - PATIENT SERVICES AGREEMENT GROUP THERAPY

Therapist: Lisa Michelle Griffiths, Psy.D.

Although this document can be considered long and complex, it is very important that you read it carefully before you sign it. We can discuss any questions you have about the procedures *before* you sign them and you can discuss them with your attorney.

This document (AKA "the Agreement") contains important information about the professional services and business policies of the Center for Valued Living, PLLC and me, your therapist. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections 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. HIPAA requires that you are provided with a Notice of Privacy Practices (AKA "the Notice") for use and disclosure of PHI for treatment, payment and health care operations. 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 you have provided with this information. Your signature on this form will indicate that you have received and read the Notice, or I have read it to you, that you understand it and that you agree to it. When you sign this document, it will also represent an agreement between you and the Center for Valued Living, PLLC.

PSYCHOLOGICAL SERVICES

Group Therapy Basics

Group therapy is very different from individual therapy and is not easily described in general statements. It varies depending on the different personalities of the therapist(s) and clients, and the particular problems you and other group members are experiencing. Groups are organized around a common theme for participants, although this is not the only topic discussed; many common life problems are often addressed. This theme is just a basis for participants to have an initial connection and life concern.

There are between four and eight 90-minute sessions and may be facilitated by one or two therapists. Attendance for all sessions is requested, as it creates a feeling of continuity and assists with building of rapport between participants. It also promotes increased confidentiality between group members. All attempts will be made by the Center for Valued Living, PLLC to generally have the same people present for the sessions but when this is not possible, different group members may be recruited to bring the group to capacity. It is ideal to run a group with no fewer than three people but no more than ten.

Some group members will tend to be more vocally active and some are more active listeners. However you choose to participate is up to you. Group norms and guidelines are discussed and agreed upon by all members in the first session and may be revisited if necessary at a later time, especially if members may be violating the guidelines. Group therapy can be utilized on its own or as a complementary therapy to individual treatment.



Benefits and Risks

Group therapy can have many benefits. Group members often benefit greatly from this form of treatment because they can feel understood by and connected to a group with similar life concerns and can receive helpful feedback from others. The group therapy model often provides an incredibly supportive environment for participants to address their problems and accomplishments. People often learn from each other and can later develop lifelong friendships or other relationships in the process. You may also learn a multitude of life skills, thus enabling you to be better able to function in your roles at work and/or at school. You may also be better able to relate to your family and/or other social relationships, thus experiencing more satisfaction from these interactions. Through group therapy you may also come to better understand your personal goals and values, which may lead you to greater maturity and growth as a person. But there are no guarantees of what you will experience.

Group therapy assumes risks as well. Since group therapy often involves discussing unpleasant aspects of your life with people who may initially be strangers, you may experience uncomfortable feelings such as fear, sadness, guilt, anger, frustration, loneliness, and helplessness, and these may recur at various points of treatment. Group dynamics are also constantly changing and other members may bring up topics that can be emotionally triggering for you; in this case, you may remove yourself from the group at any time. Also, while participants are asked to honor a code of confidentiality, privacy is not guaranteed.

Other concerns

It is requested that you give the group at least three sessions before deciding it is not right for you, because by the third session, people often feel they are benefitting from it and have already established therapeutic connections with other members. If you do not feel the group is right for you after this time, you may discontinue the group by submitting a notification in writing, without any penalty.

Therapists and other group members usually understand the many benefits people can receive from connecting with others within the group; group members can often be greatly supportive and it is natural to want to continue connections with those who share common concerns. However, because it can significantly alter the dynamic of the group, developing outside relationships is discouraged until group therapy is completed. As much as possible, it is the goal to keep the group cohesive and therapeutic for all participants. However, should group members decide to build relationships outside of group while the groups are in session, please let the group know so it is less likely to “get in the way” of therapy later.

Therapist Role

As a group therapist, I will act more like a facilitator to allow you and other group members to support each other through your common struggles. However, I will provide input when necessary, establish norms and guidelines with the group, and will direct the therapy as appropriate. I will also work to strike a balance within the group so no one is dominating and no one goes unheard. If a group member leaves the room, I will likely check in with you briefly to make sure you are okay.



I am legally and ethically bound to maintain the confidentiality of everyone in the group so I will not discuss anything revealed in group, outside of session. I cannot guarantee the same for the group members, although I will request that they agree to keep confidentiality. If you are seeing me as both a group therapist and your individual therapist, I will not reveal this or discuss anything you talk about in your individual treatment while in group, without discussing it with you first, or without your permission.

LICENSURE AND DEGREES

You are entitled to know that I received my doctorate in clinical psychology, known as a Psy.D., in 2009 from the University of Denver, Graduate School of Professional Psychology, in Colorado. I am also a Licensed Psychologist in the State of Colorado (license #3615) since 2011 and was an LPC from 2009-2011. You should understand that I am NOT a psychiatrist or other medical physician, and, therefore, cannot prescribe medication, give medical advice, nor perform any medical procedures. If I determine that medical treatment is indicated, I can recommend a physician for you or can consult with any physician you may see, after you sign an Authorization of Release of Information (ROI) form, which is a document intended to protect your confidentiality.

The practice of LPs is regulated by the Colorado Department of Regulatory Agencies. The agency within the Department that has specific responsibility for LPs is the Colorado State Board of Psychologist Examiners. The address by which this regulatory body can be reached is: 1560 Broadway, Suite #1350, Denver, CO 80202. The phone number is (303) 894-7800 and their website is <http://www.dora.state.co.us/mentalhealth>.

PROFESSIONAL FEES

Group Counseling Fees and Policies

The fee for group counseling is \$60 per 90-minute group session. When you sign up for a group, you are committing to attending all group sessions (usually one per week excluding holidays). Continuity of membership is important for group trust and confidentiality. If you do not attend a session without 48 hours cancellation notice, you are still responsible for payment. If you are not seeking reimbursement through your insurance company, you have the option of prepaying for all sessions at once and will receive a discount of \$10 per session. You may also pay for half at a time with a discount of \$5/session. Otherwise, the regular session fee applies if paid individually or if reimbursed through health insurance.

Cancellations and No-Show Charges

For groups, I charge a Late Cancellation fee of \$20.00 with less than 48 hours notice and a \$30.00 fee for No-Shows. You will not be charged for any appointments that are cancelled at least 48 hours in advance. It is important to note that insurance companies do NOT provide reimbursement for cancelled or "no-show" sessions so these will not be eligible for any insurance reimbursement.

If there are school or business closings due to inclement weather in the city where you live or by the practice location, you may cancel with less than 48-hour notice without any charge. Although you need to make decisions regarding weather based on your own comfort and



safety level, you will be charged for a late cancellation if you cancel less than 48 hours due to weather.

Sliding Scale

In circumstances of unusual financial hardship (or where you are unable to submit your claims for insurance coverage), you may be able to negotiate a fee adjustment and/or payment installment plan. At the Center for Valued Living, PLLC, we use a “Sliding Scale Fee” which would be discussed and agreed upon during your initial consultation session. You will need to fill out the “Sliding Scale Fee Agreement – Group Therapy” form to access these reduced rates. You and I will reevaluate the appropriateness of these arrangements after 4 weeks. This benefit can only be offered to a few clients, to be fair to all those who need the services at a reduced cost. Insurance deductibles or other obligations you have through your insurance plan cannot be negotiated and a “sliding scale fee” cannot be used if you are submitting a claim through your insurance.

Legal Proceeding Fees

If you become involved in legal proceedings that require my participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulties of legal involvement, you will be charged \$200 per hour for preparation and attendance at any legal proceeding and/or for any services related to legal issues, such as preparing reports, telephone conversation, preparation of records or treatment summaries.

BILLING AND PAYMENTS

You are expected to pay in-full for each session at the time it is held or prior to the group sessions, unless otherwise agreed upon in writing, or if using In-Network insurance, in which case you will be responsible for any known copay and coinsurance at the time of service. For accounts that have a balance, bills are sent at the end of each month for that month, using an electronic billing service. If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, you may be charged an interest rate of up to 2% per month, at the beginning of each month, on the remaining balance. Please also note that bounced checks will require a \$30 fee in addition to the original payment amount. Center for Valued Living, PLLC has the option of using legal means to secure the overdue payment. This may involve hiring a collection agency or going through small claims court, which will require me to legally disclose otherwise confidential information. In most collection situations, the only information released regarding a patient’s treatment is his/her name, the nature of services provided, and the amount due. If such collection and/or legal action are necessary, you will be responsible for the full amount of these costs and these costs will be included in the claim.

INSURANCE REIMBURSEMENT

Currently, the Center for Valued Living, PLLC accepts payment directly from select insurance companies. Please inquire with your insurance company if we are an In-Network provider with your specific plan. You may choose to use Out-of-Network insurance coverage for services if your insurance benefits include Out-of-Network mental health coverage. Although



you may elect to use Out-of-Network insurance coverage, please be aware that YOU (not your insurance company) are responsible for full payment of fees at the time of service. If you chose to use insurance, I can provide a detailed receipt for you to submit to your insurance company as a complementary service.

If you have health insurance, it will usually provide some coverage for mental health treatment and may or may not include group treatment, specifically. It is very important that you find out exactly what mental health services your insurance policy covers through Out-of-Network benefits, the process you need to follow to obtain those benefits and the amount of your deductibles or other obligations BEFORE you begin treatment, or whenever your insurance company and/or policy changes. It is your responsibility to find out this information before beginning treatment. You should ask:

- 1) how many group sessions are covered per year, if at all
- 2) what percentage of the fee is covered
- 3) if prior authorization or a referral is required
- 4) if there are any exclusions written into the mental health policy
- 5) what information you need from me to receive reimbursement directly from your insurance

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that your contract with your health insurance company may require me to provide information relevant to your psychological services. For example, I am required to provide a clinical diagnosis. Sometimes I am also required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, Center for Valued Living, PLLC has no control over what they do with the information once it is in their hands. In some cases, they may share the information with a national medical information databank. I can provide you with a copy of any report submitted, if you request it. By signing this Agreement, you agree that Center for Valued Living, PLLC can provide requested information to your insurance carrier if you are seeking reimbursement.

CONTACTING ME

Due to the nature of my work and my schedule, I am often not immediately available by telephone. Even when I am in the office, I probably will not answer the phone. When I am unavailable, my telephone is answered by a voicemail system, which notifies me of every message left. I will make every effort to return your call within 24-48 hours (one to two business days) of when you leave your message. This excludes weekend time and traditionally observed holidays. I do not return calls to pagers. In emergencies, follow the instructions on my voice mail message, which will direct you to emergency services. If you



are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician, go to the nearest emergency room, or simply call 911. I will also have various resources on my website such as after-hours hotlines for a multitude of problems one might be experiencing. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, in case of emergency, and that information will also be on my voicemail message and on my website (www.CenterForValuedLiving.com). While you may contact me via email, you should know that email is NOT a confidential form of communication and I cannot guarantee the confidentiality of your information if you use this form of contact. Therefore, I discourage using email. Also, I will not conduct therapy sessions via email and it should NEVER be used as an emergency method of contact, as I may not check it very frequently. Email is best used only for informational purposes and scheduling questions or conflicts. TEXT MESSAGES NOT ACCEPTED ON MY CELL.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist. In most situations, I can only release information about your treatment to others if you sign a written authorization form – Authorization for Release of Information (ROI) that meets certain legal requirements imposed by HIPAA. The ROI is available for download on my website as well.

There are other situations that require only that you provide written, advanced consent. Your signature on *this* Agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.
- You should be aware that I occasionally employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have signed an agreement not to release any information outside of the practice without my specific permission.
- I also have contracts with billing services, testing services and other businesses used to run my practice. As required by HIPAA, I have a formal business associate contract with these business, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations in which I am legally obligated or permitted to disclose information without a patient's consent. In such cases, I may have to reveal some information about that patient's treatment. If any such a situation arises, I will make every effort to fully discuss it with the patient(s) before taking any action and I will limit my disclosure to what is necessary. Such circumstances include:



- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. If a patient communicates a serious threat of imminent physical violence against a specific person or persons, I must make an effort to notify such person; and/or notify an appropriate law enforcement agency; and/or take other appropriate action including seeking hospitalization of the patient.
- If I have reasonable cause to know or suspect that a child has been subjected to abuse or neglect or if I have observed a child being subjected to circumstances or conditions that would reasonably result in abuse or neglect, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that an at-risk adult has been or is at imminent risk of being mistreated, self-neglected, or financially exploited, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If you are involved in a court proceeding and a request is made for information concerning my professional services, such information is protected by the therapist-patient privilege law. I cannot provide any information without your written authorization, *unless* a court order is presented. In the latter case, I may be obligated to provide information about treatment. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I am required to submit a report to the Workers' Compensation Division. The same may be true for Social Security Disability Assistance, which is handled by the Social Security Administration.
- If a government agency is requesting the information for health oversight activities, I am required to provide it for them.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, you may need to get formal legal advice.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It may include information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. I legally have the right to



refuse review if I deem it would be clinically detrimental to you. In most situations, I am allowed to charge a per-page copying fee. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In addition, I also keep a set of Confidential Therapy Notes (“Notes”). These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Notes vary from client to client, they can include the contents of the session as it pertains to you, my analysis of that information, and how it impacts your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record and information that has been supplied to me confidentially by others. These Notes are kept separate from your Clinical Record. Your Notes are not available to you and cannot be sent to anyone else, including insurance companies. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it. Your Clinical Record and/or Notes may be contained in both an electronic and paper record, and both are secured per HIPAA requirements.

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 account 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 HIPAA notice, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

You also have the right:

- To decide not to receive therapy from me. If you wish, I can provide you with the names and phone numbers of other qualified mental health professionals.
- To end therapy at any time without any moral or legal obligations or without incurring any further financial obligations.
- To ask questions about the procedures used during therapy, the approximate duration of therapy (if it can be determined) and the fee structure and policies I use.
- To prevent the use of certain therapeutic techniques. I shall inform you and ask for your consent if I intend to use any unusual procedures and shall describe any risks involved.
- To prevent electronic recording of any part of the therapy session; permission to record must be granted by you in writing explaining the purpose for the recording and for what time period the recording will take place. You have the right to withdraw your permission to record at any time.
- To avoid dual relationships with your therapist. The relationship with your therapist should remain strictly professional. In this regard, it is unethical and illegal for a therapist to engage in any sexual behavior with any client, at any time. If any sexual behavior occurs, a written complaint should be sent to The Colorado State Licensed Professional Counselors Examiners Board or a phone call can be made to that agency. The address, phone number and website for that agency are listed elsewhere in this Agreement.



**THERAPIST – PATIENT SERVICES GROUP AGREEMENT
SIGNATURE PAGE**

I _____ ATTEST THAT I HAVE READ ALL NINE (9) PAGES OF THE THERAPIST – PATIENT GROUP AGREEMENT AND FULLY AGREE TO ITS TERMS. MY SIGNATURE ALSO SERVES AS AN ACKNOWLEDGEMENT THAT I HAVE RECEIVED THE HIPAA COLORADO NOTICE FORM DESCRIBED IN THE THERAPIST – PATIENT SERVICES GROUP AGREEMENT. I UNDERSTAND THAT I MAY REVOKE MY SIGNATURE AND THIS AGREEMENT IN WRITING AT ANY TIME AS OUTLINED IN THE AGREEMENT.

Client Print Name

Client Signature

Date

Signature of Guardian (if applicable)

Lisa Michelle Griffiths, Psy.D.

Therapist Print Name
Center for Valued Living, PLLC

Therapist Signature

Date