

# John O'Brien, PsyD

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## Professional Services Agreement

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and note any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

### PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. In addition, as I gather a more complete understanding of your unique needs as a client, I may from time to time consult with other professionals and/or recommend referrals to other medical, or mental health practitioners, if we decide that this will best serve you and our work together. All disclosures in this manner will require your consent. **As a Psychologist Candidate my practice is under supervision of Trevor Graham, PsyD, License number PSY 3201.** Clinical information will be discussed with him and he is legally bound to keep information confidential.

Psychotherapy can have benefits and risks. Since therapy may involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who engage in this service. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions and thoughts about the issues that you have brought into therapy and we can then discuss a treatment direction. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they

arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

## **SESSIONS**

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent if special circumstances arise.

## **CANCELLATIONS**

Once an appointment hour is scheduled, you will be expected to pay for it **unless you provide 24 hours advance notice of cancellation**. If it is possible, I will always try to find another time to reschedule the appointment for another that same week, thus avoiding the cancellation fee. Since we live in a climate with frequent snow and inclement weather my policy is to follow BVSD's school closure recommendation. Specifically, if BVSD cancels school due to snow or weather, then I waive my 24-hour cancellation policy for that day. If clients feel uncomfortable coming to session due to weather on a non BVSD closure day, I will try to reschedule you for another day that week, however, it may not always be possible.

If you choose to discontinue therapy for more than sixty (60) days without communicating with me, your therapy will be considered terminated. If you want to resume therapy after termination, please discuss this with me. The ability to resume treatment will depend on availability and will be at my sole discretion.

## **PROFESSIONAL FEES**

My hourly (50 min. session) fee is \$ 120.00 unless a different fee is agreed upon. (Insert different amount here \$\_\_\_\_\_ and your Initials \_\_\_\_\_, my initials: \_\_\_\_\_). I may raise this fee in the future to offset increased costs related to doing business. Of course, all changes in fees will be discussed before an adjustment is made. I charge this amount for other professional services you may need, though I will pro-rate the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations of a clinical nature (consultation, collateral information gathering, responding to emergencies or crisis), attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings, I charge \$250 per hour for services related to your legal matter. You will be responsible for paying for any professional time I spend on your legal matter, even if the request

comes from another party. Professional time spent on your legal matter includes but is not limited to: attorney fees that I may incur in preparing for or complying with the requested legal services; testimony related matters such as case research, report writing, travel, depositions, actual testimony, cross examination, and courtroom waiting time.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. If after one session the client or therapist decide that continuing together would not be beneficial for whatever reason, then there will be no charge for that session. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unforeseen financial hardship, I may be willing to negotiate a temporary fee adjustment or payment installment plan.

If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. Before I engage a collection agency, I will provide you with written notice of my intent to do so, sent to your last address I have on record, and give you an opportunity to make payment arrangements.

### **INSURANCE**

I do not accept any third-party payment from any health plans at this time. I feel strongly that psychotherapy is a process between the client and his/her clinician and third parties should not intrude on this relationship. Increasingly, health plans have not only reimbursed care but have tried to oversee and direct care. This is unacceptable to me, and I'm sure is unacceptable to many of my clients. I will, however, be happy to provide you with itemized bills, which you may submit directly to your health plan for reimbursement according to your policy provisions. I am not a Medicaid provider. If you have Medicaid coverage that includes mental health services, I am not able to offer mental health services to you on a self-pay basis.

### **CONTACTING ME**

I am often times not immediately available by telephone, however, I am usually able to return your call the same business day under normal circumstances. My confidential voicemail can be contacted 24-hours per day and I will return your call as soon as possible. If you are difficult to reach, please inform me of sometimes when you will be available. If you are unable to reach me

and it is an emergency requiring clinical or professional consultation you can call my supervisor Trevor Graham at (303) 309-0474, Colorado Crisis Services at 1-844-493-8255, visit your nearest emergency room or call 911. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **EMAIL**

Please know that email is not a secure method of communication and should not be used to discuss clinical information. With this understanding, email communication will be limited to communication about administrative issues only (i.e. scheduling, billing, etc.). I WILL NOT discuss or respond to clinical material over email. These communications should only occur in the form of phone calls, voicemails, teletherapy, or face to face meetings.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of the records within 15 business days. In addition, you are entitled to personally review your records in my office within 5 business days unless I believe that seeing them would endanger the life or physical safety of you or another person. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents. Patients may be charged an appropriate fee for any time spent in preparing information requests.

I use a cloud-based service called \_\_\_\_\_ for storing or backing up client records. To help maintain the security of the electronically stored information, I have entered into a HIPAA Business Associates Agreement with \_\_\_\_\_ under which the company is required by federal law to protect the electronic information from unauthorized use or disclosure. I may also store and maintain client information electronically on my computers and/or mobile devices. To maintain security and protect this information, I take reasonable precautions which may include the use of firewalls, antivirus software, encryption methods, and changing passwords regularly to protect computers and devices from unauthorized access. If you have any questions about the security measures I employ, please ask.

Records are maintained and will be destroyed in accordance with state and federal laws and regulations. Currently, Colorado law requires that I maintain your records for a period of seven (7) years commencing on the date of termination of services or the date of last contact with the client, whichever is later. After this time, your records will be destroyed. If you would like further information about the maintenance of your records, please ask. Any person who alleges that a mental health professional has violated the licensing laws related to the maintenance of records of

a client eighteen years of age or older, must file a complaint or other notice with the licensing board within seven years after the person discovered or reasonably should have discovered this.

### **INTERRUPTION OF SERVICES – PROFESSIONAL DESIGNEE**

In the event that I am disabled, die, or become incapacitated, the following provider will act as my Professional Designee and will have access to my client files: Trevor Graham, PsyD. The Professional Designee will contact you to notify you of the event and will assist in continuing your care and treatment with the least amount of disruption possible by providing you with referrals and transferring your client record, if requested, to your new provider. If you are not comfortable with the above listed Professional Designee for any reason, please let me know and we will discuss alternatives.

### **SOCIAL MEDIA POLICY**

I do not accept personal Facebook, LinkedIn, Twitter, Instagram, and/or other friend/connection/follow requests via any Social Media. Any such request will be denied in order to maintain professional boundaries. I may have a business social media account page, but there is absolutely no requirement that you “like” or “follow” this page. If you should “like” or choose to “follow” my business social media page, you understand that others will see your name associated with “liking” or “following” that page. You also understand that this applies to any comments that you post on my page/wall. Any comments you post regarding therapeutic work between us will be deleted as soon as possible. You agree that you will refrain from discussing, commenting, and/or asking therapeutic questions via any social media platform, including online review sites and you will instead discuss any concerns or questions with me directly. If you have any questions regarding social media, review websites, or search engines in connection to my therapeutic relationship, please contact me immediately and address those questions.

### **TREATMENT OF MINORS**

If you are consenting to the treatment of a minor child, you will be required to provide a copy of the most recent Court Order Custody Agreement and/or Parenting Plan, if applicable, that gives you the authority to consent to the treatment of the child. By signing this form, you agree to keep me informed of any supplemental court orders or other proceedings that impact your parental rights, custody arrangements, or decision-making authority. Failure to produce the Court Order will prohibit me from seeing the minor child. If there is joint medical decision-making authority for your child, I will require both parents to consent to treatment and will not proceed until such consent is obtained.

It is beyond the scope of my practice to provide custody recommendations, and any such request will be denied. The Court can appoint professionals who have the expertise to make such recommendations. By signing below, you agree not to subpoena my records or ask me to testify in court or to provide letters or documentation expressing my opinion about custody or visitation. Despite this, a Court may still require me to testify or to provide treatment information to an evaluator. I will comply with these requests as legally required and you will be required to compensate me for time spent providing these services as indicated in the "Professional Fees" section above.

In the course of treatment with your child, I may involve other family members in your child's treatment. However, please remember that my client is your child, not the other family members of the child. Any meetings with you or other family members will be documented in your child's record. These notes will be available to anyone who has legal access to your child's treatment record.

Therapy is most effective when there is a trusting relationship between the therapist and client. Privacy is important in establishing trust, and as a result, it is often important for child or adolescent clients to have a level of privacy around the therapy. It is my policy to provide parents with general information about their child's treatment, but not to share specific information disclosed during therapy. This includes behaviors that you may not approve of but which do not place your child at imminent risk or danger. If I ever feel that your child is in danger, I will communicate this information to you. By way of example, if your child tells me that s/he has tried alcohol a few times at parties, I will not generally share this with you. If your child shares that s/he has been drinking and driving or riding with a drunk driver, I would share this information with you. If you have questions about the types of information I will share, you can feel free to ask me hypothetical questions about situations that I would or would not disclose to you. Although you may have the legal right to access any written record I keep, by signing this agreement you are agreeing that your child or adolescent should have privacy around their therapy and you agree not to request access to your child's full record.

### **CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions:

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional

condition is raised by you or your attorney as an important issue, a judge may order my testimony if he/she determines that the issues demand it.

There are some situations in which I am legally obligated to act to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I know or suspect that a child, elderly person, or disabled person is being abused, I am mandated by state law to file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, including threats against people at a specific location or entity, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the 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. These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

Please be advised that there is no time limit on the mandatory reporting of child abuse. This means that even adult clients who experienced childhood abuse (no matter how long ago) might disclose in therapy past abuse incidents that still fall under the mandatory reporting requirements. The law requires that if there is reasonable cause to know or suspect that the perpetrator has subjected any other child currently under eighteen years of age to abuse or neglect or to circumstances or conditions that would likely result in abuse or neglect and/or is in any "position of trust" with children today then past abuse disclosed by an adult client is required to be reported.

I will be discussing clinical material with my supervisor. My supervisor is legally bound to keep information confidential. I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is 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.

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 at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Therapist Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For clients 12 and older: By signing below, I indicate that I am voluntarily seeking psychotherapy services:

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date