# Robin Blackwell, LCSW, LLC Office Policies & Agreement for Psychotherapy Services

Welcome to my practice. Your first visit to a new therapist is very important, and you may have many questions. This letter is to introduce myself and give you information to help you decide whether we can work together. Please take time to read it carefully and let me know if you have any questions or need more information. When you sign this document, it will represent an agreement between us.

## Qualifications

I received my Master's Degree in Clinical Social Work in 1999 from Virginia Commonwealth University and received my New Mexico independent license in 2002. I work from an attachment perspective and rely on a broad range of techniques, including psychodynamic, cognitive-behavioral and trauma resolution. As a clinical social worker, I bring certain expertise to our collaboration while you bring self-knowledge, the ability to learn from your life experiences, and a vision of what you want your life to be.

# **The Process of Therapy/Evaluation**

During our first meetings, I will assess whether I can be of benefit to you. I do not accept clients who I believe I cannot be helpful to, and if this is the case, I will refer you to others who work well with your particular issues. Within a reasonable period of time after starting treatment, we will discuss my working understanding of your issues, my proposed treatment plan, and therapeutic objectives and possible outcomes of the therapy. If you have questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan in general, please ask me. You also have the right to ask about other possible treatments for your condition and their risks and benefits. If you could benefit from any treatments that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

## **Termination and Follow-Up**

Deciding when to stop our work together is meant to be a mutual process. Before we stop, we will discuss how you will know if or when to come back or whether a regularly scheduled "check-in" might work best for you. If it is not possible for you to phase out of therapy, I recommend that we have closure on the therapy process with at least two termination sessions.

Noncompliance with treatment recommendations may necessitate early termination of services. I will look at your issues with you and exercise my educated judgment about what treatment will be in your best interest. Your responsibility is to make a good faith effort to fulfill the treatment recommendations to which you have agreed. If you have concerns or reservations about my treatment recommendations, I strongly encourage you to express them so that we can resolve any possible differences or misunderstandings. If during our work together I assess that I am not effective in helping you reach your therapeutic goals, I am obliged to discuss this with you and, if appropriate, terminate treatment and give you referrals that may be of help to you. If you request it and authorize it in writing, I may talk to the psychotherapist of your choice (with your permission only) in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified. You have the right to terminate treatment at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might

prefer. If you commit violence to, verbally or physically threaten or harass me, the office, or my family, I reserve the right to terminate your treatment unilaterally and immediately.

Failure or refusal to pay for services after a reasonable time is another condition for termination of services. Please contact me to make arrangements any time your financial situation changes.

# **Dual Relationships**

Therapy never involves sexual, business, or any other dual relationships that could impair my objectivity, clinical judgment or therapeutic effectiveness or could be exploitative in nature. It is possible that during the course of your treatment, I may become aware of other preexisting relationships that may affect our work together, and I will do my best to resolve these situations ethically, but this may entail our needing to stop working together, depending upon the type of conflict. Please discuss this with me if you have questions or concerns.

## Benefits and Risks of Psychotherapy

Participation in therapy can result in a number of benefits to you, including improved interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits requires effort on your part. Psychotherapy requires your active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. I will ask for your feedback and views on your therapy and its progress. Sometimes more than one approach can be helpful. During the initial evaluation or the course of therapy, remembering unpleasant events, feelings, or thoughts may result in your experiencing considerable discomfort, strong feelings, anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of thinking about or handling situations that may cause you to feel upset, angry, or disappointed. Attempting to resolve issues that brought you into therapy may result in changes that were not originally intended.

Psychotherapy may result in decisions to change behaviors, employment, substance use, schooling, housing, or relationships. Change can sometimes be quick and easy, but more often it can be gradual and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results.

#### **Emails, Phone Calls, and Emergencies**

For small administrative matters such as checking appointment times or changing them, you are welcome to email or text me. I generally receive and return these messages within 24 hours with the exception of weekends.

If you need to contact me between sessions about a clinical matter, please leave a message for me at 505-440-9303. I check my messages often during the day unless I am out of town. If I am planning on being out of town, I will let you know in advance. I will also let you know who I have covering for me if I plan not to take or respond to phone messages during my absence.

Emergency phone consultations of five minutes or less are normally free. However, if we spend more than five minutes in a week on the phone, if you leave more than five minutes worth of phone messages in a week, if I spend more than five minutes reading and responding to emails or coordination of care, I will bill you on a prorated basis for that time. If you feel the need for many phone calls and cannot wait for your next appointment, we may need to schedule more sessions to address your needs. If an emergency situation arises, please indicate it clearly in your message to me. If your situation is an acute

emergency and you need to talk to someone right away, contact the closest 24-hour emergency psychiatric service:

Dial 911 or Go to your nearest Emergency Room Call Agora Crisis Center - 505-277-3013 National Suicide Prevention Lifeline- 1-800-273-8255

## **Cancellations and Lateness**

Missed and cancelled sessions pose some issues for both of us. First, the work of psychotherapy is sometimes challenging and when we hit a difficult place together, it can feel easier to want to avoid coming in for treatment. I would prefer we speak about this intentionally rather than you canceling sessions. Also, I hold your scheduled appointment time specifically for you and you alone. I also see a limited number of patients so that I can give you the focus and attention you deserve. It is extremely difficult for me to fill your last minute cancelled session on a short notice. Therefore, I charge for appointments cancelled with less than 24 hours notice unless we can find another time that week that works for us both. If you are running late for your appointment, please phone or text me as soon as you can to let me know you will be late. If I do not hear from you by 20 minutes into your session, I will call to check on you and may assume you do not plan to attend your session.

If you are late for your session, we will still end at our regular time so that I have time to prepare for my next appointments and I can be on time for them.

# **Payment and Financial Arrangements**

My standard fee for initial and follow-up visits is \$130.00 plus tax. The fee or co-pay is to be paid at the start of each session unless other arrangements have been made (*Please note that I am required to collect NM Gross Receipts Tax on all co-pays*). If you are late for your appointment, we will end on time and not run over into the next person's session.

**Balances:** I do not permit clients to carry a balance of more than two sessions and if you are unable to pay this balance, we will discuss whether it makes sense to pause your care or develop another strategy so that you can avoid incurring additional debt. Please let me know if any problem arises during the course of therapy regarding your ability to make timely payments.

**Fee Reduction**: I offer some lower fee slots, based upon income and circumstances, but I prefer to hold these slots for current clients who are experiencing life transitions. If my fee is a concern, please discuss it with me. If I am unable to accommodate your financial situation, I will provide you with referrals. **Insurance**: Some or all your fees may be covered by your health insurance, if you have outpatient mental health coverage. However, insurance companies do not reimburse all conditions that may be the focus of psychotherapy. It is your responsibility to verify the specifics of your coverage including any copay or deductible amount. As described below in the section Health Insurance and Confidentiality of Records, be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk.

**Other fees**: If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time and services even if I have been called to testify by another party. Because of the difficulty of legal involvement and the interruption to my regular practice, I charge \$130 per hour plus tax for preparation and attendance at any legal proceeding. I will provide bills/receipts at the end of each session expect to be paid upon receipt unless otherwise agreed upon.

# **After Hours Sessions:**

Some patients request sessions outside of my regular therapy hours (after hours or on a weekend). I am occasionally able to accommodate a limited number of these requests.

## **Confidentiality**

As a psychotherapy client, you have privileged communication. This means that your relationship with me as my client, all information disclosed in our sessions, and the written records of those sessions are confidential and may not be revealed to anyone without your written permission, except where law requires disclosure. Most of the provisions explaining when the law requires disclosure are described in the enclosed Notice of Privacy Practices.

When Disclosure Is Required by Law: Disclosure is required when there is a reasonable suspicion of child, dependent or elder abuse or neglect and when a client presents a danger to self, to others, to property, or is gravely disabled.

When Disclosure May Be Required: Disclosure may be required in a legal proceeding. If you place your mental status at issue in litigation that you initiate, the defendant may have the right to obtain your psychotherapy records and/or my testimony. If you have not paid your bill for treatment for a long period of time, your name, payment record and last known address may be sent to a collection agency or small claims court.

**Emergencies**: If there is an emergency during our work together or after termination in which I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or another, and to ensure that you receive appropriate medical care. For this purpose I may contact the person whose name you have provided on your General Information form as an "emergency contact."

Health Insurance and Confidentiality of Records: Your health insurance carrier may require disclosure of confidential information in order to process claims. Only the minimum necessary information will be communicated to your insurance carrier, including diagnosis, the date and length of our appointments, and what services were provided. Often the billing statement and your company's claim form are sufficient. Sometimes treatment summaries or progress toward goals are also required. Unless explicitly authorized by you, Psychotherapy Notes will not be disclosed to your insurance carrier. While insurance companies claim to keep this information confidential, I have no control over the information once it leaves my office. Please be aware that submitting a mental health invoice for reimbursement carries some risk to confidentiality, privacy, or future eligibility to obtain health or life insurance.

**Confidentiality of E-mail, Voice mail, text messaging and Fax Communication**: E-mail, voice mail, text messaging and fax communication can be easily accessed by unauthorized people, compromising the privacy and confidentiality of such communication. Please notify me at the beginning of treatment if you would like to avoid or limit in any way the use of any or all of these communication devices. Please do not contact me via email, text or faxes for emergencies.

**Consultation**: I consult regularly with other professionals regarding my clients in order to provide you with the best possible service. Names or other identifying information are never mentioned; client identity remains completely anonymous and your confidentiality will be fully maintained. If, for some reason, I believe it is important to consult with another professional in-depth, and I believe identifying information about you may be shared, I will have you sign a release of information allowing me to share this information. Without such a release, I will not consult with another professional providing information that might lead another person to be able to identify you.

Release of Information: Considering all of the above exclusions, upon your request and with your written consent, I may release limited information to any person/agency you specify, unless I conclude that releasing such information might be harmful to you. If I reach that conclusion, I will explain the reason for denying your request.

#### **Complaints**

If you have a concern or complaint about your treatment, please talk with me about it. I will take your criticism seriously and respond with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can contact the New Mexico Board of Social Work Examiners which oversees licensing, and they will review the services I have provided.

New Mexico Board of Social Work Examiners PO Box 25101 Santa Fe, NM 87504 (505) 476-4890 SocialWorkBoard@state.nm.us

You are also free to discuss your complaints about me with anyone you wish and you do not have any responsibility to maintain confidentiality about what I do that you don't like since you are the person who has the right to decide what you want kept confidential. I hope this answers some of your questions. Please let me know if you have concerns or questions about any of these policies and procedures or this agreement for working together in psychotherapy.

I have read and understand the above policies and procedures and have received a copy of the HIPAA documents.	
Client Signature	Date
Robin Blackwell, LCSW, LLC	Date