

Richard A. Enander, Ph.D.  
Licensed Clinical Psychologist  
Dallas Therapy Alliance  
12801 North Central Expressway - Suite 1730  
Dallas, Texas 75243  
214.736.4352  
F: 972.677.7784

---

## **PSYCHOTHERAPIST & PATIENT SERVICES AGREEMENT**

This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new 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 I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Texas Notice Form, which accompanies 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 I have provided you with The Notice by the end of this session. Although these documents are long and sometimes complex, it is important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will represent an agreement between us.

### **PSYCHOTHERAPY**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems that are experienced. I may use a variety of methods to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for an active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both in and out of the therapy session.

Psychotherapy can have benefits and risks. Since therapy often involves 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 been shown to have many benefits; it often leads to better relationships, solutions to specific problems, and

significant reduction in feelings of distress. There are no guarantees of what you will experience. You may struggle with strong feelings, including suicidal and violent thoughts. If this is the case, we will make these feelings the primary focus of your therapy to help lessen your pain, gain control of yourself, and restore your ability to reflect. Please know that any self-harming, suicidal, or violent behavior toward others or property in our office suite or office building will result in the termination of therapy.

After an evaluation, we may begin the process of therapy and discuss a treatment plan to follow so that you will know what the goals of our work together will encompass. Therapy involves a commitment of time, money, and energy, so you should be careful about the therapist you select. Once we begin working together, we can expect to meet at least once per week, barring unavoidable scheduling conflicts. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to provide you a referral for another mental health professional.

#### **THERAPY SESSIONS & CANCELLATION POLICY**

Once we have begun psychotherapy, we will typically schedule two to three 50-minute sessions per week at a time we agree on. Business hours are Monday – Friday, from 9 am to 4 pm CT. Once an appointment is scheduled, you will be expected to provide one week's advance notice for a cancellation. For example, if a session is on a Wednesday, you are responsible for cancelling the session by 4 pm on the preceding Wednesday. This is necessary because a time commitment is made to you and is held exclusively for you. This also enables me to provide timely appointments for those in immediate need. If you do not provide one week's notice of cancellation, you are responsible for paying for your missed session. It is important to note that insurance companies do not provide reimbursement for missed appointments, and you will therefore be responsible for the full fee.

#### **TELETHERAPY SESSIONS**

There may be times when we determine that it is best to have a session over the phone or via video-conferencing. During these times we will work to safeguard confidentiality by taking appropriate measures including, but not limited to: using secure internet connections, using HIPAA compliant services (where applicable), and talking in quiet, private spaces free from distractions. As your psychologist, I may determine that due to certain circumstances, teletherapy is no longer appropriate and that we should resume our sessions in-person.

## **PROFESSIONAL FEES**

My fee is \$225 per 50-minute individual psychotherapy session. I accept check and credit card, and payment is due at the time of service. I will provide you a receipt for my services, as well as a monthly superbill if you are wishing to seek out of network reimbursement.

In the event that my services are needed for any legal proceedings, my fee is \$500 per hour of my time. Legal services include, but are not limited to: subpoenas, depositions, and time spent in court. A retainer fee may be collected in advance on a case-by-case basis.

Due to increased cost of living and inflation, I may over time gradually increase my rates. Any rate increase will be discussed with you ahead of time.

If you have a Blue Cross and Blue Shield PPO plan, your fee and session length will be determined by your mental health insurance plan, and you are encouraged to contact them for more information. Your estimated copay and deductible will be collected as treatment progresses; these numbers are only **estimates**, as your insurance company is unable to provide me with exact information because your insurance policy is a contract between you and your insurance company. Regardless of what your insurance reimburses, you are fully responsible for any balances due.

## **PROFESSIONAL INFORMATION**

My Ph.D. in Clinical Psychology was conferred by the University of Texas Southwestern Medical Center at Dallas. I am licensed to practice psychology in the state of Texas by the Texas State Board of Examiners of Psychologists and the Texas Behavioral Health Executive Council.

## **CONTACT INFORMATION**

My office number is 214.736.4352. Due to my schedule, I am often not immediately available by telephone. When I am unavailable, please leave a message and I will make every effort to return your call within 24 hours, except on weekends and holidays. If you are unable to reach me and feel that you can't wait for me to return your call, contact 911 or proceed to the nearest emergency room and ask for the mental health professional on call. Also, in case of an emergency, you may contact the Suicide and Crisis Center Hotline at 214.828.1000. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

If we correspond via email, you provide your consent, recognizing that email is not a secure form of communication. There is some risk that any PHI that may be contained in an email may be disclosed to, or intercepted by, unauthorized third parties, and for this reason I recommend email correspondence generally remain limited to scheduling and billing matters. I will use the minimum necessary amount of PHI to respond to your query. Please be concise in your email, and if the matter cannot be written in a concise fashion, please call. I will return email as soon as possible, generally within 24 hours of receipt during business hours. Because an immediate response cannot be guaranteed, please do not use email in an emergency.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications, including records of treatment between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. If you provide me with a written authorization to release the record to any specific person, you must revoke the release in writing if you change your mind. For example, if you provide me with a release to provide your confidential information to a physician or another healthcare provider, and then later decide to change providers, you will need to revoke the original authorization in writing. There are certain situations that do not require your consent. The following are some of those examples. Your signature on this agreement confirms your understanding that I do not need your consent in these types of situations:

- I may occasionally find it helpful to consult with 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. I will not tell you about these consultations unless I feel that it is important to our work together.
- If a patient is in imminent danger of harming himself/herself or others, I may seek hospitalization for him/her, or contact family members or others who can help provide protection. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient. Expressing suicidal ideation does not necessarily constitute, in and of itself, imminent

danger. One example of imminent danger is when a patient expresses the intent to harm himself/herself or another and will not agree to a contract or agreement to refrain from such action and report to others if he/she feels unable to control his/her actions.

There are some situations where I am permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization. However, if I receive a court order I may disclose information without your consent or authorization. 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 government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

There are some situations in which I am legally obligated to act in order to protect others from harm. This may involve revealing some information about a patient's treatment. These situations are unusual in my practice but include:

- If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, I may be required to provide additional information.

- If I receive information that a patient has been sexually abused or exploited by another mental health professional, state law requires me to report that information to law enforcement and the other professional's licensing board.
- If I determine that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself, or others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

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, formal legal advice may be needed. I reserve the right to seek legal advice if a question should arise regarding disclosure of your confidential information and records that I am unable to answer on my own.

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in your chart. Your chart includes 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 that involve danger to yourself and others, you may examine and/or receive a copy of your chart if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, they cannot be properly interpreted by untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I charge a copying fee of \$1 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form.

## **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your chart and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your chart is disclosed to others; requesting an accounting 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 and the attached Texas Notice Form.

## **MINORS & PARENTS**

Patients under 18 years of age (who are not emancipated) and their parents should be aware that the law may allow parents to examine their child's treatment records. Texas law provides that the records may not be released if it is believed to be harmful to the patient to release them. Furthermore, if the treatment is for suicide prevention, substance abuse, or sexual, physical or emotional abuse, the law provides that a minor may seek treatment on his/her own. In these cases, I am under no obligation to advise the parent. However, the law allows me to advise the parent(s) without consent of the child, and I will do so if I deem it is in the best interest of the child. I may talk on the phone or schedule a session with the parents or guardians of a minor child, as I deem necessary. For children between 13 and 18, because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my policy to request an agreement from the patient and his/her parents that the parents consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.