

Client-Therapist Agreement

Regarding confidentiality: The law, professional ethics, and common sense require that whatever you say or do during a psychotherapy session not be shared with anyone else without your written permission. There are, however, certain exceptions to this rule:

- FIRST** If your records were subpoenaed, I would be obligated to surrender them.
- SECOND** If you tell me about anyone who is currently a child who is being or has been abused, I am required to report that to the authorities. I am required to report it if you say something that even raises the mere possibility of child abuse. This also applies to elders (people 65 years or older) and dependents. I am also required to report if I learn of explicit (e.g. nude) photos being sent by teens or children over the internet or by text or social media.
- THIRD** If you indicate that you intend to injure or kill yourself or someone else, I must act to try to prevent you from doing that.
- FOURTH** The viewing of child pornography is now an offense that psychologists must report. If I learn of any adult who is viewing child pornography, by law I must report that adult, and the penalties can be severe.

*****See Notice of Privacy Practices for additional laws requiring disclosure of client records***

Regarding **fees**: Sessions are 45 minutes in length with a fee of \$185.00 due and payable at the end of each session. (Or 60 minutes at \$240.00.) This fee is subject to being raised \$5 - \$10 (or, under certain circumstances, according to the cost of living index) January 1 of each year.

I do not bill **insurance agencies**, and you are responsible for payment of services whether or not your insurance covers them. However, I will furnish you with a receipt if you request, and you may submit the receipt to your insurance company and have them send payments directly to you if they reimburse services. Disclosure of confidential information—PHI—may be required by your insurance carrier in order to process your claims. Be advised that submitting a mental health invoice carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance.

Regarding **cancellation of sessions**: You and I will agree upon weekly sessions (at least once a week) and then will meet at regular times. Once we agree on a weekly time, you are responsible for paying for the session if you cancel. If you cancel far enough ahead and I have an opening in my schedule either the week before, during the same week, or the week after your normally scheduled session, I will try to reschedule you if there is a mutually suitable time and if you will take responsibility for contacting me about the reschedule. But if you cancel with less than 24-hours notice or no-show I will charge without trying to reschedule.

Phone sessions: If you can't make it to my office but can make it to a phone, we can have the session by phone occasionally in order to avoid a cancellation. But be aware that insurance typically does not cover phone interventions, visual cues important to our interaction are lost in a phone session, and confidentiality can be compromised on certain types of phones—e.g. cell phones. Also, I cannot do therapy with you while you are driving as it could be dangerously distracting.

My schedules does not permit for **spur-of-the-moment emergency interventions.**

If I am available for a phone intervention, it will be charged at a prorated basis (\$55.00 for 15 minutes). My voice-mail number (714 992-0627) is my contact number. During weekdays, I will try to return your call within 24 hours. For a life-or-death emergency, call 911 or go to your nearest emergency room.

I **reserve the right to charge** at my standard rate for report writing and reading, consultation with other professionals, release of information, reading records, travel time, and other expenditure of time involved in your care outside of our therapy session.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as but not limited to divorce or custody disputes, injuries, lawsuits, etc) neither you (client) nor your attorney, nor anyone else acting on your behalf will call on Dr. Ekey to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Legal Fees: If I do testify regarding your therapy, I cannot be an expert witness on your behalf as this would be a conflict of interests for a treating therapist. However, if I am called upon to write a report or to testify at a deposition or in court, my fee will be \$350 per hour. This fee includes time spent in research, preparation time, and driving time, as well as actual testimony or writing time and any time waiting to testify in court.

Consultation: In order to get outside perspective and keep my treatment skills honed, I (Dr. Ekey) consult regularly with other professionals regarding my clients/clinical work. However, clients' names and identifying work are not used. Your identity remains anonymous; confidentiality is maintained.

Termination: You may terminate at any time simply by letting me know you are ready to quit. I recommend that you terminate in person, in a regularly scheduled session. The process of saying good-bye can be a pivotal point in your therapy. For example, perhaps you are not satisfied with your therapy, are not used to giving negative feedback, and would rather just drop out without talking about it. Holding yourself to the discipline of an in-person termination where you honestly air your dissatisfaction can be the beginning of a significant change for you.

Depending on how long you've been in therapy, it may be helpful to allow more than one session for terminating. In long-term therapy, I typically will evaluate your progress and satisfaction with therapy from time to time. But you also need to be evaluating your therapy. You are a consumer and need to regularly evaluate whether the cost in time, money, and emotional energy is worth the benefit you are receiving.

