

Client-Therapist Agreement

(effective July 15, 2023)

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 \$220.00 due and payable at the end of each session. (Or 60 minutes at \$290.00.) This fee will be raised annually \$5 - \$10.

I neither take insurance nor generate bills to submit to **insurance agencies**. I will generate receipts for tax purposes but do not generate bills for insurance agencies. Also, I have opted out of Medicare; thus Medicare will not cover my services.

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 48-hours' notice or no-show I will charge without trying to reschedule.

Phone sessions: If you can't make it to my office, we can have the session by phone (zoom, FaceTime or audio) in order to avoid a cancellation. Visual cues important to our interaction may be lost in a phone session (especially audio only), and confidentiality can be compromised on certain types of phones—e.g. cell phones. ***Please Note: I cannot do therapy with you while you are driving as it could be dangerously distracting.

***Also, if you or I need to quarantine—e.g., to avoid the risk of contagion if we have symptoms—we will have the session(s) by zoom or FaceTime (or audio).

My schedule 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 (\$220.00 per 45 minutes). My voice-mail number (714 992-0627) is my contact number. During weekdays, I will try to return your call within 48-72 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 \$480 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 from time to time with other professionals regarding my clients/clinical work. However, clients' names and identifying information 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 end. 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 accustomed to endings in your life feeling abrupt or abandoning or leaving you with many unstated feelings. Having agency in choosing when to end and having an opportunity to express sadness, gratitude, disappointment etc. can be helpful and healing.

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.

Ideally, you will begin to sense when you are ready to terminate; the termination will be mutually agreed upon by you and me; you will have a tangible sense of gain that was worth the cost; and we will be able to talk about our co-work, with you giving realistic feedback about what was especially helpful, what was less helpful, etc.

But there are no guarantees about therapy outcomes. The desired changes may not happen; or they may be slow and frustrating; and you may confront hard truths and difficult decisions in our efforts to better understand you and how to resolve your dilemmas. Sometimes it's helpful for the client to consult with another therapist for outside perspective during the therapy process; sometimes it's helpful to terminate and start with another therapist. I'm open to these options and may recommend them myself at times--e.g. if I think I've taken you as far as I can or if a problem outside my area of expertise arises. If you prefer another therapist and need me to, I'll help you with referrals and coordinate with another therapist in order to facilitate continuity of treatment.

Dual Relationship: Therapy never involves sexual or any other dual relationship that impairs the therapist's objectivity, clinical judgment, or therapeutic effectiveness or that can be exploitative in nature. But not all dual relationships are unethical or even avoidable. You may have chosen to do therapy with me because of some personal knowledge of me out in the community--e.g. we may attend a common social setting or a mutual friend may have referred you. Also, you may run into someone you know in the waiting room. In other words, our circles may overlap. I will not acknowledge being anyone's therapist unless I have his/her permission. If I see you out in public, I might not even say "hello" unless you speak first. This is to protect your privacy--not to snub you.

But if our circles overlap in a way that is or becomes uncomfortable for you, talk with me about it. We will work to resolve your discomfort either through talking it through to less conflicted feelings, or, if necessary, through concrete steps to resolve the duality--termination if necessary.

Please note: I do not use email, Face Book, or any social media with clients.

Phone number where I can reach you spur-of-the-moment if I need to reschedule due to illness or personal emergency:

Is it ok if I identify myself as psychologist or leave personal/confidential information at this number?

_____ Yes _____ No

**Is it okay to call on a cell phone and/or to text your cell phone for scheduling purposes even though cell phones and texting do not guarantee confidentiality. ____ Yes ____ No

***Is it okay to text you billing statements? ____ Yes ____ No

***Only use texting to schedule and do not sign your name to texts. They are not confidential. Do not send personal data on texts. If you do send personal data, I can acknowledge receipt but cannot respond.

Name: _____ Date: _____
 Sign Here

Therapist: _____ Date: _____