

Therapist Name:

Confidentiality Agreement

Client Name:

Today's Date:

Welcome to _____. If you have any questions about this agreement, your therapist will gladly discuss them with you.

The purpose of this confidentiality agreement is to enhance the therapeutic relationship by ensuring and allowing you, _____, the client, to understand the boundaries of information that you can comfortably and confidentially share in therapy.

CONFIDENTIALITY DEFINED

Confidentiality means that the therapist, _____, has a responsibility to safeguard information obtained during counseling. All identifying information about your assessment and treatment is kept confidential, except as mandated by law. You must sign a release of information before any information about you is given to anyone, except as mandated by law, which is outlined further below.

Communication between you and your counselor is confidential. This means that your counselor will not discuss your case orally or in writing without your expressed written permission. All interactions which take place in the setting of therapy are considered confidential. This includes requests by telephone, all interactions with this counselor, any scheduling or appointment notes, all session content records and any progress notes that I take during your sessions. Your therapist will not verify that you are a client. You may choose to give your therapist permission in writing to release any or specific information about you to any person or agency that you designate.

The Law protects the privacy of communication between a client and a therapist. In most situations, your therapist can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPPA.

Your signature at the end of this Agreement provides consent to the following activities:

- Your therapist may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, your therapist will make every effort to avoid revealing the identity of you, the client. The other professionals are also legally bound to keep the information confidential.
- Your therapist practices with other mental health professionals and may employ administrative staff. In most cases, your therapist will need to share protected information with individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- Disclosures required by health insurers or to collect overdue fees.

LIMITS TO AGREEMENT

Confidentiality is extremely important to our counseling relationship. What we discuss in therapy will not be passed on. However, there are circumstances in which your therapist has an ethical and legal obligation to break confidentiality.

These circumstances include:

- If there is a reason to believe there is an occurrence of child, elder, or dependent adult abuse or neglect.
- If there is reason to believe that you have serious intent to harm yourself, someone else, or property by a violent act you may commit.
- If you disclose that you knowingly develop, duplicate, print, download, stream, or access through any electronic or digital media or exchanges, a film, photograph, video in which a child is engaged in an act of obscene sexual conduct.
- If you introduce your emotional condition into a legal proceeding.
- If there is a court order for release of your records.

OTHER LIMITATIONS

Your therapist may also be permitted or required to disclose information without your consent or authorization for the following situations:

- If there is a government agency requesting the information for health oversight activities, your therapist may be required to provide it to them.
- If a client files a complaint or lawsuit against the therapist, they may disclose relevant information regarding that client in order to defend themselves.
- If a client files a worker's compensation claim, and the therapist is providing treatment related to the claim, the therapist must, upon appropriate request, furnish copies of all medical reports and bills.

MINORS AND PARENTS

Patients under 18 years of age, who are not emancipated, and their parents should be aware that the law allows parents to examine their child's treatment records unless we believe that doing so would endanger the child or we (patient, therapist, and parents) agree to do otherwise. Because privacy in therapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request agreements from parents that they consent to give up their access to their child's records. If parent agree, during treatment we will provide them only with general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child's authorization, unless we feel that the child is in danger or is a danger to someone else. If that is the case, the therapist will notify the parents of their concern. Before giving parents any information, your counselor will discuss matters with the child. If possible, and do their best to handle any of their objections.

PROFESSIONAL RECORDS

Your therapist is required to keep appropriate records of the psychological services that they provide. Your records are maintained in a secure location in the office. Your therapist may keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records received from other providers, copies of records sent to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, we recommend that you initially review them with your therapist, or have them forwarded to another mental health professional to discuss the contents. If your therapist refuses your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which your therapist will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

I have read and discussed the above information with my therapist. I understand the nature and limits of confidentiality.

Client Signature	Client Name Printed	Today's Date

Guardian Signature (if minor)	Guardian Name Printed	Today's Date

Therapist Signature	Therapist Name Printed	Today's Date