



## Upwards 'N' Onwards, LLC

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# LIMITS OF CONFIDENTIALITY

Therapy is a confidential process designed to help you address your concerns, come to a greater understanding of yourself, and learn effective personal and interpersonal coping strategies. It involves a relationship between you and a trained therapist who has the desire and willingness to help you accomplish your individual goals. Therapy involves sharing sensitive, personal, and private information that may at times be distressing. During the course of treatment, there may be periods of increased anxiety or confusion. The outcome of this discomfort is often positive; however, the level of satisfaction for any individual is not predictable. Your therapist is available to support you throughout the therapeutic process.

## **CONFIDENTIALITY:**

**All interactions with Upwards 'N' Onwards, LLC, including scheduling of or attendance at appointments, content of your sessions, progress in counseling, and your records are confidential (except where listed below). No record of counseling is contained in any academic, educational, or job placement file. You may request in writing that specific information about your counseling be released to persons you designate.**

The therapeutic relationship between you and your therapist is one that works best when there are clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to effect change. You have certain rights that are important for you to know about because this is your therapeutic treatment. As a therapist, I have corresponding responsibilities to you. However, there are also certain limitations to those rights that you should be aware of, which are outlined in this document.

## My Responsibilities to You as Your Therapist

### I. Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. Outside of these exception, I cannot and will not disclose what you have shared with me, or even that you are in therapy with me without your prior written permission.

Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information (in writing) with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you. However, in the event that I find this to not be in accordance with providing you appropriate care I will discuss my concerns with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with with special safeguards to insure confidentiality.

If you elect to communicate with me by email or text at any point in our work together, please be aware that email nor text is confidential. All emails are retained in the logs of your and my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email or text I receive from you, and any responses that I send to you, will be kept in your treatment record.

### EXCEPTIONS TO CONFIDENTIALITY:

- Your therapist may consult with a colleague to provide you the best possible care. These consultations are for professional and training purposes only and your identifying information will not be disclosed.
- If there is evidence of clear and imminent danger of harm to self and/or others, your therapist is **legally** required was a mandated reporter to report this information to the authorities responsible for ensuring safety.
- Massachusetts state law requires that a therapist who learns of, or strongly suspects, physical or sexual abuse or neglect of any person under 18 years of age must report this information to the Department of Children and Families. You will be notified (preferably prior) to this being reported.
- Massachusetts state law requires that a therapist who learns of, or strongly suspects, physical or sexual abuse or neglect of any person 65 years of age or older must report this information to Elder Services. You will be notified (preferably prior) to this being reported.

- A court order, issued by a judge, may require the Upwards 'N' Onwards' staff to release information contained in records and/or require testimony in a court hearing. You will be notified (preferably prior) to this being released.
- If you are using insurance to pay for treatment, you should also be aware that most insurance companies require you to authorize providing them with a clinical diagnosis. Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from The Diagnostic and Statistical Manual (DSM-5). There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable. There may also be instances where additional clinical information such as treatment plans, summaries, progress notes or copies of the entire record (in rare cases) may need to be provided. Once released this information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, Upwards 'N' Onwards has no control over what they do with it once it is in their possession. In some cases, they may share the information with a national medical information databank. You will be provided with a copy of any report submitted by this practice to them via your written request. Your signature on this Agreement, verifies that you consent to the above stated information being provided to your carrier if you plan to pay with insurance.
- If you and your partner decide to have some individual sessions as part of couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in joint sessions. Do not disclose anything you wish kept secret from your partner. You will be reminded of this policy before beginning such individual sessions.

**Acknowledgement of Upwards 'N' Onwards' Limits of Confidentiality Agreement**

**By signing below, I acknowledge that I have read, received and had opportunity to discuss the above information with my therapist. I understand the risks and benefits of therapy, as well as the nature of and the limits to confidentiality.**

\_\_\_\_\_  
*Signature of Patient*

\_\_\_\_\_  
*Signature of Therapist*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Signature of Patient Personal Representative

\_\_\_\_\_  
Printed Name of Patient Personal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Description of Personal Representative's Authority

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1 Effective September 1, 2018.