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**Confidentiality in Psychotherapy (Updated 2020)**

What a client tells a therapist has always been treated as private. Our society recognizes that this confidentiality is the foundation of the trust we must have for therapy to work. However, the situation is not so simple that I can promise you that everything you tell me will never be revealed to anyone else. There are certain circumstances when the law requires me to tell others which means there are limitations to confidentiality.

What you tell me, since I am a professional therapist, is almost always confidential. However, there are a few rare exceptions to our confidentiality that I will now describe.

A. There are some legal and ethical rules I must obey which say that I must not keep some information confidential.

1. There are laws written to protect persons from harm when, in a therapist's professional judgment, there is a danger to those persons from a client.

a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect the other person or persons. In that case I may have to tell the intended victim, and the police, or seek your hospitalization. Similarly, if you threaten or act in a way, which is very likely to harm yourself, I may have to seek hospitalization for you, or to call your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very good reason not to.

b. If I believe or suspect that your neglect, assault, battery or sexual molestation is abusing a child, an elderly person, or a disabled person I must file a report with the appropriate state agency. I do not have any authority to further investigate the situation to find out the facts (The agency will investigate).

c. In these situations, I would only reveal the least amount of information necessary to protect the other person and not tell everything you have told me.

d. If either of these situations might be an issue for you, let’s discuss the legal aspects in detail and do this before you tell me any information on these topics.

B. In general, if you get involved in court proceedings you can prevent me from testifying about what you have told me. This is called privilege and it is always your choice to invoke it or to waive it (allowing me to testify). However, there are some situations where the judge may require me to testify because the judge believes the court needs my information to make a good decision:

1. In child custody or adoption proceedings where your fitness as a parent is in question,

2. Where your emotional, mental or psychological condition is an important consideration,

3. During a malpractice or disciplinary hearing against a therapist,

4. In a civil commitment where someone is being placed in a psychiatric hospital,

5. When you are seeing me for court-ordered psychological evaluations or treatment. In this case we need to discuss confidentiality fully because you don't have to tell me what you don't want the court to know.

C. There are a few other points about your confidentiality you must know about:

1. I may sometimes consult (talk) about your treatment with other professionals, like therapists. I do not reveal your name, and the other professional is also legally bound to maintain the confidentiality of your information. Similarly, when I am out of town or unavailable, another professional will answer phone calls to my office and I must give him or her some information about my clients, like you.

2. I am required to keep treatment records, like the notes I take when we meet. You are entitled to review, with me, these records. If I believe some of what I have written would seriously upset you, I can leave it out but I will fully explain my reasons to you.

3. If your account with me is overdue (unpaid) and we have not arranged a payment plan, I can use legal means to get paid. This means that your account will be turned over to a collection agency and reported to various credit bureaus. The only information I will give to the court, a collection agency or a lawyer would be demographic information needed to collect the debt owed, the dates we met "for professional services," and the amount due to me.

6. If you choose to tell me something your spouse does not know I cannot ethically agree to keep it from him or her if it would harm him or her not to know. I will work with you to decide on the best long-term way to handle situations like this.

8. In cases where I treat several members of a family (parents and children or other relatives) the confidentiality situation can become very complicated because I would have a mixture of responsibilities to different members. At the start we must clarify the purpose of your treatment and my role in regard to your family or families. Only with this clarity can we figure out any limitations on confidentiality that might exist.

a. My rule is that you must agree that if counseling does not resolve the marital difficulties and you seek a divorce you will not request my testimony although the court may order me to testify. If you go against our agreement and do request my testimony, I will charge you $2000 a day plus expenses for each day I am ordered to appear in court and am unavailable to my other clients.

c. We must also specify which members of the family must sign to release the common record I create in the therapy or therapies.

9. Any information that you share outside of therapy, voluntarily and publicly, will not be considered protected or confidential by a court.

11. I will not record our therapy sessions on audiotape or videotape without your written permission.

12. If you want me to send information about our therapy to someone else, you must sign a Release. I have a copy that you can see so you will know what is involved.

13. In an emergency, where your life or health is in immediate danger, I may release information without your permission if I cannot get it, to another professional that would protect your life. If I do so I will discuss this with you as soon as possible afterwards.

14. Termination of therapy is implemented when the client is no longer receiving benefit from the treatment.

D. **Teletherapy** is a way of utilizing on-line chat technology for face-to-face counseling sessions. Teletherapy consists of using Doxy.me which is a HIPPA compliant online technology instead of a physical location to maintain regular mental health appointments. For clients with busy schedules, those who travel with their job but want to continue individual counseling, individuals who are unable to leave their home due to medical or mental health issues, and those who are in rural areas and want to have more choice regarding their mental health provider then Teletherapy may be a good fit for you.

Some things to consider regarding Teletherapy first, technical glitches can interrupt sessions. Technology isn’t full proof and sessions can be interrupted by poor connectivity, a server may go down, or computer problems. As with other online communication and activity, Teletherapy is not secure, meaning that I cannot guarantee privacy from hackers. Also, learning how to engage in an online format can be difficult for some, body cues can be misunderstood, and communication can be difficult at times. It’s important to clarify if you have any questions or concerns about how we are communicating during the session. Finally, I do not record nor do I allow sessions to be recorded. As always, if you have any questions about Teletherapy please do not hesitate to ask.

Teletherapy has many benefits to the client; you can literally schedule an appointment at almost any time due to the convenience of technology.

E. **I no longer accept insurance. My rates are: $125.00 for a 50-minute session. However, due to COVID-19 and the increased need for mental health services, my current rates are $65 for a 50-minute session and $30 for a 25-minute session. The current rates will be in effect until February 28, 2021 and reevaluated at that time. If your session goes over the allotted time then I will charge the credit card you have provided on your Intake Form, in 15 minutes increments. All fees must be paid PRIOR to your session. If payment is not made within 24 hours prior to your session, your session will be cancelled. If you cancel your session without 24 hours’ notice your fee will not be refunded. Further, if you miss your scheduled appointment, you will not receive a refund. I accept all major credit cards, PayPal, and Square payments.**

\_\_\_\_\_\_\_ Client Initials

F. **Telephone calls lasting more than 10 minutes will be pro-rated and billed directly to the client. Counseling is not provided via text messages or email. If you need assistance with a problem, please schedule an appointment. However, please feel free to utilize email and text messaging to schedule appointments.** \_\_\_\_\_\_\_ Client Initials

As you can see the laws and rules on confidentiality are complicated. However, you should now have enough information to enter treatment well informed. Also, while complications not dealt with here do not come up frequently in my practice, please bear in mind that I am not able to give you legal advice. If you or the client have special or unusual concerns and so need more specific advice, I strongly suggest that you talk to an attorney to protect your interests legally.

My signature below attests to the fact that I have read, discussed, understand, and agree to abide by the points presented above. My signature below also indicates that I agree to pay any fees or balances due. I am at least 18 years of age.

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Client Name (Print) Signature Date

\_\_Susan Howard-Perry, PsyD, MA, LPC \_\_\_, \_\_\_Susan Howard-Perry\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_, \_\_\_\_\_/\_\_\_\_/\_\_\_\_\_

Therapists Name (Print) Signature Date