

What You Should Know About Confidentiality in Therapy

I will treat what you tell me with great care. My professional ethics and the laws of this state, prevent me from telling anyone else about what you tell me in therapy unless you give me written permission. These rules and laws are the ways our society recognizes and supports the privacy of what we talk about—in other words, the “confidentiality” of therapy.

However, I cannot promise that everything you tell me will never be revealed to someone else. There are times when the law requires me to tell things to others, and there are some other limits on our confidentiality. As such, this document was created to help you clearly understand what I can and cannot keep confidential, so that you don't tell me something thinking it will be a “secret” when I cannot keep that thing private, just between us. So please read these pages carefully, and keep this copy. At our next meeting, we can discuss any questions you have.

The limits to confidentiality in therapy include:

1. When you or other persons are in physical danger, the law requires me to tell others about it. Specifically:
 - If I come to believe that you intend to do serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or possibly try to have you hospitalized.
 - If you seriously threaten or act in a way that is very likely to harm yourself, I may have to call on your family members or others who can help protect you or I may seek to hospitalize you. If such a situation does come up, I will try to discuss the situation with you and seek to find a solution that will keep you safe and (if possible) is agreeable to you.
 - If I have reason to think that a child, an elderly or disabled person, or any adult who is unable look after their own needs (a “vulnerable adult” according to South Carolina laws) is being abused or in imminent risk of being abused, I must file a report to either the South Carolina Department of Social Services or the police (depending on the circumstance). To “abuse” means to neglect or not take care of another person; to hurt that person (physically or mentally); or to sexually molest, touch, or harm that person. It is important to note that I do not have any legal power to investigate the situation to find out all the facts; I am simply required, by law, the report if I have information that indicates a person described above may be have been (or imminently will be) abused. Once a report is made the Department of Social Services and/or the police will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. Additionally, you may also want to talk to your lawyer.

- In an emergency where your life or health is in danger, and I cannot get your permission, I may give another professional some information to protect your life. I will try to get your permission first and I will discuss this with you as soon as possible afterward.

In any of the above situations, I would reveal only the information that is needed to protect you or the other person. I would not tell everything you have told me.

2. In general, if you become involved in a court case or legal proceeding, you can prevent me from testifying in court about what you have told me. This is called your “privilege,” and it is your choice to prevent me from testifying or to allow me to testify. However, there are a few situations where a judge or court may order me to testify:
 - In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.
 - In cases where your emotional or mental condition is important information for a court’s decision.
 - During a malpractice case or an investigation of me or another therapist by a professional group or licensing board.
 - In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital.
 - When a court has ordered you to see me for 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 find out through my report.

There are a few other things you must know about confidentiality and your treatment:

1. If you were sent to me for evaluation by workers’ compensation or Social Security Disability Insurance, I will be sending my report to that agency and it can contain anything that you tell me.
2. I may sometimes consult (talk) with other professionals about your treatment. In such situations, I will not share your name or other identifying information, but only the minimum amount of general information about your treatment that would enable the other professional to provide me with the feedback I am seeking. Please know that all such consultations are done in order to ensure that you receive the best care possible and that any professional I consult with is also required by professional ethics to keep your information confidential.
3. I am required to keep records of your treatment, such as the notes I take when we meet. These records generally focus on the treatment I am providing you and some general comments about how you are responding to that treatment. You have a right to review these records with me. There are rare circumstances where I may believe that information in your record could cause you serious

distress or harm. In those rare circumstances, I would not release the records that could cause you serious distress or harm.

Here is what you need to know about confidentiality, health insurance, and money matters:

1. If you use your health insurance to pay a part of my fees, the insurance company and the managed care organization (if you have one) will require me to provide information about how well you function in many areas of your life, your social and psychological history, your current symptoms, and current diagnosis. I will also be required to provide a treatment plan and information on how you are doing in therapy. Although I believe the insurance company will act legally, I cannot control who sees this information after it leaves my office.
2. If you are using health insurance benefits to pay for services and I am able to bill your insurance provider as an “in-network” provider, I will submit the necessary information on your behalf to your insurance after each appointment. In this situation, you will typically pay either my full rate prior to each session until your deductible is met or you will pay me a copay or some percentage of my full rate set by your insurance provider prior to each session.
3. If I am unable to bill your insurance as an “in-network” provider, I can provide you with a superbill, which you can submit to your insurance company to try and obtain “out-of-network” benefits for my services. In this situation, you will be responsible for my full rate and will pay prior to each session. After the session, you can then use the superbill I provide you to seek reimbursement for the services you received from me. Please be aware that not all insurance plans cover “out-of-network” services, so please check with your insurance provider to verify if you can get reimbursed for “out-of-network” mental health services.
4. If your account with me is unpaid and we have not arranged a payment plan, I can use legal means to get paid. Generally the only information I will give to a court, a collection agency, or a lawyer will be your name and address, the dates we met for professional services, and the amount due to me.

Here is what you need to know about confidentiality for children and families:

1. If I am treating your child (any person under the age of 18), your engagement and support in therapy will be absolutely vital. Parents have a right to have information about their child’s treatment in order to make the best decisions about the services and care the child receives. With that said, it is extremely important that children know that what they say in treatment will be kept confidential and that I will not share what has been said in session with parents. In order to balance your needs as a parent to know about your child’s treatment and the needs of your child to know that what is said in therapy will be kept confidential, what I will do is provide you with regular, broad treatment updates as

well as ways that you can support your child. If there is any concern for the physical safety of your child, I will ensure that you are alerted as soon as possible and we will discuss ways to keep your child safe. I also ask that you, in order to help establish and maintain a safe therapeutic space, agree to not ask for specifics of what your child/adolescent has said in session.

2. In cases where I treat several members of a family (parents and children, or other relatives), the confidentiality situation can become very complicated. I may have different duties toward different family members. At the start of our treatment, we must all have a clear understanding of the purposes of our meeting and of my role. Once we have determined the purposes of our meeting and my role, then we can develop clear expectations about any limits on confidentiality that may exist.
3. If you and your spouse or partner have a custody agreement or dispute, I will need to know about it. My professional ethics prevent me from doing both family therapy and custody or parental fitness evaluations.
4. At the start of family treatment, where I am meeting with multiple members of a family, we must also specify which members of the family must sign a release form for the family record I create over the course of treatment. Typically I require the signature of each adult family member in order to release the family record to any party (whether a specific member of the family in treatment or to an outside party with a proper release-of-information).

Here is what you need to know about confidentiality and couples therapy:

1. When working with couples, I ask that each member of the couple agree to a “No secrets policy.” That means that if you or your partner share information with me individually, I will not keep it confidential from the other member of the couple. Should such a situation arise, I will work with you (or your partner) to decide on how to best disclose the information shared with me to the other member of the couple.
2. If you are seeing me for couples therapy and are married or in a civil union, you must agree at the start of treatment that if you eventually decide to divorce, you will not request me to testify in court for either side. That way we can focus on what is best for your relationship. It is important to be aware though that in a divorce proceeding, it is possible that the court could order me to testify.
3. If you and your spouse or partner have a custody agreement or dispute, I will need to know about it. My professional ethics prevent me from doing both couples therapy and custody or parental fitness evaluations.

Here is what you need to know about confidentiality in group therapy:

1. In group therapy, the other members of the group are not therapists. They do not have the same ethics and laws that I have to work under. You cannot be certain that they will always keep what you say in the group confidential.

Finally, here are a few other points about confidentiality:

1. I will not electronically record our therapy sessions without your written permission.
2. If you want me to send information about our therapy to someone else, you must sign a release-of-information form. I will explain to you what each section of the release-of-information form means prior to your signing it, so that you know what each section means.

The laws and rules on confidentiality are complicated, so if you have any questions or concerns about confidentiality in therapy, please do not hesitate to ask. I am happy to answer any question you have about confidentiality in therapy, but please be aware any answers I give cannot be considered legal feedback or legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to a lawyer to protect your interests legally and to act in your best interests.

Your signature here shows that you have read the above handout prior to your intake appointment, where you will have the opportunity to ask me any questions you have about the above handout.