

Dawn M. Roy, LCSW  
Therapist

[www.dmr counseling.net](http://www.dmr counseling.net)

540 Tunxis Hill Road  
Fairfield, CT 06825  
ladyroy@earthlink.net

## Confidentiality Agreement - Couples

As we begin our professional relationship, the very important conversation about how confidentiality will be held during our time together is a crucial one. My professional ethics and commitment to the health of your relationship requires a thorough explanation, discussion and conscious agreement by all on this vital component of the therapeutic process. Please take the time to review the following information carefully and come to our next session prepared to discuss and agree on our approach to confidentiality and the ground rules it entails. The main purpose of confidentiality agreements is to create and maintain the safest possible environment for the therapeutic process, particularly when one or the other partner is being seen individually in addition to the couple's sessions. With this in mind, there are three ethical approaches to confidentiality. In order that you have a complete picture, I will give a brief description of each. I generally use the third approach and believe it to have the most options for safety, freedom and growth. There are times, though, when another of these approaches may work best. As aforementioned, we will discuss this when we're together next.

### 1) **One way rule:**

I will not share any information I receive, secret or otherwise, with anyone else unless there is a signed waiver.

### 2) **Three way rule** (all secrets shared):

Basically, all information that comes to me from either party that is not known to the other will be shared in our couple's session(s). Once I am aware of information/secret, I will request that the partner who shared it, bring it into one of the next two couple's sessions. If that partner does not share and/or is unwilling to, I will move to discontinue the couple's sessions and offer my professional opinion about moving forward.

### 3) **Accountability with discretion:**

In this approach, I would maintain the freedom to share information/secrets that I have been made aware of outside of the couples' sessions if I believe it to be necessary and/or valuable to the therapeutic process. I would first let the person who shared that information/secret know that, and request that he/she voluntarily share it themselves in the next two couple's session. If they are unwilling or unable, this agreement gives me permission to share it.

Please note that in all cases, information/secrets that are shared with me during phone conversations, e-mails, texts, faxes or any communication channel are included in this agreement.

Unless otherwise recommended and/or discussed, we will be utilizing the third option (Accountability with discretion), with an important note: I do believe that full honesty and transparency are key to truly intimate relationships, so I will encourage that regardless.

### **Exceptions:**

The following are situations in which I will not be held to the confidentiality agreement.

1) When you or other persons are in physical danger, the law requires me to tell others about it.

Specifically:

a) If I come to believe that there is a threat of serious harm to your partner or another person, I am required to try to protect that person. I may have to tell the person and/or the authorities, or perhaps take steps to hospitalize you.

b) If there is a serious threat or action(s) that indicates the likelihood that you will harm yourself, I may have to seek hospitalization, or call on family members/others who can help protect you. If such a situation does arise, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.

c) In an emergency where your life or health is in danger and I cannot get your consent, I may give another professional some information to protect your life. I will try to get permission first and I will discuss this with you as soon as possible afterwards. Thus, if I think you are a victim of abuse, neglect, self-neglect or exploitation, I can take steps to see that you are protected.

d) If I believe or suspect that there is abuse of a child, an elderly person, or a disabled person, I must file a report with a state agency. Abuse includes neglect, physical harm or sexually molestation of another. I have no legal power to investigate the situation and discover all facts. That is the job of the state agency. If this might be your situation, we should discuss the legal aspects before you tell me anything about these topics. You may also want to talk to your attorney. In any of these 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.

### **Other possible situations worth noting-**

Here is what you need to know about confidentiality in regard to insurance and money matters:

1) If you use your health insurance to pay a part of my fees, insurance companies require some information about our therapy. Some insurers want only your diagnosis, my fee and the dates we met. If a treatment plan is requested, we will work this out during one of our sessions.

Managed care organizations, however, ask for much more information about you and your symptoms, as well as a detailed treatment plan. I am not a part of any managed care panels, but we may be required to submit detailed treatment plans to utilize your out of network benefits. Once this information has been released to the insurance company, I cannot control how they use, store or communicate with you or any other entities regarding this information.

2) I usually give you my bill with any other forms needed and ask that you send these to your insurance company to file a claim for your benefits. In that way, you can see what the company will know about our therapy. It is against the law for insurers to release information about our office visits to anyone without your written permission. However, this has recently become an area of some controversy and you should discuss the privacy of your records with your insurance carrier directly.

3) If you have been sent to me by your employer or your employer's Employee Assistance Program, either one may require some information. If this is your situation, let us fully discuss my agreement with your employer or the program before we talk further.

In general, if you become involved in a court case or proceeding, you can prevent me from testifying in court about what you have told me. This is called "privilege" and it is your choice to prevent me from testifying or to allow me to do so. However, there are some situations where a judge or court may require me to testify:

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

2) In cases where your emotional or mental condition is important information for a court's decision.

3) During a malpractice case or an investigation of me or another therapist by a professional group.

4) In a civil commitment hearing to decide if you will be admitted to a psychiatric hospital

Finally, here are a few other points:

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

If you want me to send information about our therapy to someone else, you must sign a "release-of records" form. I have copies which you can see so you know what is involved.

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

If other family members need to become involved in the therapeutic process, more discussion about my overall role in the process may be necessary.

The laws and rules on confidentiality are complicated. Situations that are not mentioned here come up only rarely in my practice. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to an attorney to protect your interests legally.

The signatures here show that we have read, discussed, understand and agree to abide by the points presented above.

---

Client Date

---

Client Date

---

Therapist Date