



ADAPT COUNSELING

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Confidentiality Agreement

What you should know about Confidentiality in Therapy

I will treat what you tell me with great care. My professional ethics (that is, my profession's rules about moral matters) and the laws of Oregon, prevent me from telling anyone else what you tell me *unless* you give me written permission.

Please read through the following *exceptions to confidentiality* carefully.

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

a. If I come to believe that you are threatening 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 perhaps to hospitalize.

b. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or call on 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 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 your 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 you are abusing a child, an elderly person, or a disabled person, I must file a report with a state agency. To "abuse" means to neglect, hurt or sexually molest another person. I do not have any legal power to investigate the situation to find out all of the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects of this situation in detail 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.

2. If you become involved in a court case 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 a court may require me to

testify.

- a. In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.
- b. In cases where your emotional or mental condition is important information for a court's decision.
- c. During a malpractice case or an investigation of me or another therapist by a professional group.
- d. In a civil commitment hearing to decide if you will be admitted to a psychiatric hospital.
- e. When you are seeing me for court-ordered 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.

3. Children and Families create some special confidentiality questions...

- a. When I treat children under the age of about 12, I must tell their parents or guardians whatever they ask me. As children grow more able to understand and choose, they assume legal rights. For those between the ages of 12 and 18, most of the details in things they tell me will be treated as confidential. However, parents or guardians do have the right to general information, including how therapy is going. They need to be able to make well-informed decisions about therapy. I may also have to tell parents or guardians some information about other family members that I am told. This is especially true if these others' actions put them or others in danger.
- b. 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 our purposes and my role. Then we can be clear about any limits on confidentiality that may exist.
- c. If you tell me something your spouse does not know, and not knowing this could harm him or her, I cannot promise to keep it confidential. I will work with you to decide on the best long-term way to handle situations like this.
- d. If you and your spouse have a custody dispute, or a court custody hearing is coming up, I will need to know about it. My professional ethic prevents me from doing **both** therapy and custody evaluations at the same time.
- e. If you are seeing me for marriage counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will not request my testimony for either side. In order to reveal any information as a part of such a proceeding, I need a signed release by both you and your spouse. The court, however, may order me to testify in instances where custody decisions are being made.
- f. At the start of family treatment, we must also specify which members of the family must sign a release form for the common record I create in the therapy or therapies.

4. Insurance and money matters...

a. I do not submit claims to insurance companies. Be aware that some insurers require a mental diagnosis to qualify for a claim. This diagnosis may make it difficult or more costly to qualify for future health or life insurance plans. 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 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.

b. I charge \$75.00 per session, to be paid at the end of each session.

5. Miscellaneous items...

a. I am required to keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me. If something in the record might seriously upset you, I may leave it out, but I will fully explain my reasons to you.

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

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

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

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.

Signature of client (or person acting for client) & Date

Printed Name (Relationship to client-child, parent or guardian)