

## *Markus Psychological Services, P.C.*

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### CONFIDENTIALITY IN PSYCHOTHERAPY

What a patient tells a therapist has always been treated as private. Our society recognizes that this confidentiality is the foundation of the trust we must have in order for therapy to work. The issue is complicated, however, because there are situations when the law or my professional ethics require me to tell others about our work. Therefore there are some limitations on our confidentiality of which you should be aware. Because a person cannot “unsay” something, it is important to know about these situations at the beginning of treatment. These are important issues, so please read these pages carefully. We can discuss any questions or concerns you might have at any point in time.

As is noted above, what is said or done in therapy is almost always **confidential**. That is, my professional ethics prevent me from telling anyone else about our work unless you give me written permission to do so. Furthermore, the information shared in therapy is also **privileged**. State and Federal laws protect your right to privacy. These rules are the ways our society recognizes and supports the privacy of what we discuss in therapy. There are several specific situations, however, in which confidentiality **may need to be broken**.

If I come to believe that you are at risk for **harming yourself** (e.g., injuring yourself purposefully, intending to attempt suicide) or **seriously harming another person**, I may need to seek hospitalization for you, notify a friend or family member of yours, and/or notify the intended victim and police. In such a situation, I will make every effort to fully discuss my beliefs, concerns, and intentions with you before I do anything. Likewise, if there is an **emergency** in which your life or health is in immediate danger, I may need to release information to another professional in order to protect your life. Due to the emergency, I may need to do this prior to obtaining your permission. If I am unable to obtain your permission, I will discuss this situation with you as soon as possible afterwards. If I **suspect** that a **child or older adult** is being **abused**, I am required (as a “Mandated Reporter”) to file a report with the appropriate state agency. I do not have the authority or legal responsibility to investigate the situation in order to determine additional facts. I am obligated to report even suspicion of abuse. The appropriate agency will then investigate and will determine whether or not abuse has occurred. Under State law, I cannot be held liable for a report filed in good faith. Again, I would speak with you about any concerns I have and would work with you to take the appropriate action. Lastly, the **New York State SAFE Act (MHL 9.46)** requires me to report to the local Director of Community Services (“DCS”) or their designee when a patient is “likely” to engage in conduct that would result in serious harm to self or others. The DCS may then disclose that patient’s name and other non-clinical identifying information to the NYS Division of Criminal Justice Services to determine if the person has a firearms license. The local firearms licensing official must either suspend or revoke the license and make decisions about the granting of a firearms license in the subsequent five years.

In all of these situations, I would only reveal the amount of information necessary to protect you or the other person. I will not discuss everything you have told me. If any of these potential situations concern you, please notify me so we can discuss them in greater detail.

### Privileged Communication

In general, if you become involved in court proceedings, you can prevent me from testifying about the therapy. This is called “privilege” and it is always your choice to invoke it or waive it (i.e., allow me to testify). There are some situations, however, where the judge may require me to testify because the judge believes the court needs my information to make a reasonable decision:

1. In child **custody** or adoption proceedings where your fitness as a parent is questioned or in doubt.
2. During a **malpractice** case or a disciplinary board hearing against a therapist.
3. In a civil **commitment hearing** where you might be admitted to a psychiatric hospital.
4. When you are seeing me for **court-ordered psychological evaluations or treatment**. In this case we need to discuss confidentiality fully because you have the right to not tell me what you do not want the court to know.

**Additional issues related to your confidentiality**

- 1. I may sometimes **consult** with other therapists about your treatment. I will 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 therapist will be covering my practice in case of emergencies. I must give him or her some information about patients who may have difficulties so that they can adequately handle these crises.
- 2. I am required to keep **treatment records** of your treatment. You are entitled to review these records with me if you wish.
- 3. If you use your **health insurance** to pay a part of my fees, I am required to give the insurance company some information about your therapy. They usually want to know at a minimum what my diagnostic impressions are, my fee, dates of treatment, treatment plan, and/or a summary of treatment. While I believe the insurance company will act ethically and legally in maintaining your confidentiality, I cannot control access to this information once it leaves my office. In addition, please be aware that I employ an electronic billing service to submit claims to the insurance company on your behalf. That billing service has agreed to abide by the strictest adherence to the aforementioned confidentiality standards.
- 4. If you have been referred to me by **your employer** or your employer’s Employee Assistance Program, I may have to give them some information. If this is your situation, we will discuss fully my agreement with your employer before we talk further.
- 5. If your account with me is overdue and we have not arranged a payment plan, I can use legal means to collect. The only information I will give to the court, a collection agency or a lawyer would be your name, address, that we met for “professional services”, and the amount due to me.
- 6. In cases where I treat couples, spouses or a family, issues of confidentiality can become even more complicated due to the shared responsibility I have with each individual. At the start, we must clarify the purpose of our treatment and my role with regard to your family or relationship.
  - a. If you have a **custody** agreement, or pending court custody hearing, I will need to know about it.
  - b. If during or after marital therapy you seek a **divorce**, I ask you to agree that neither of you will request my testimony for either side.
  - c. We must also specify which members of the couple or family must provide permission to release the common record that I create in the therapy or therapies.
- 7. If you are in **group therapy**, you must realize the other members are not therapists and do not have the same ethical and legal rules to uphold confidentiality. All potential members of group are asked, however, to make a commitment to respect each other’s privacy and confidence.
- 8. Any information that you share outside of therapy (i.e., voluntarily and publicly) will not be considered protected or confidential by a court.
- 9. If you want me to send information about our therapy to someone else, you must sign an **Authorization for the Release of Information** form. I have a copy that you can see so you will know what is involved.

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

Patient: \_\_\_\_\_ Signature \_\_\_\_\_  
                        PRINT

Date \_\_\_\_\_

Psychologist: Howard E. Markus, Ph.D., CGP                          Signature \_\_\_\_\_

Date \_\_\_\_\_