

Group Therapy

written by Richard Leslie | May 24, 2016

Avoiding Liability Bulletin - July 2005

... When a counselor or therapist is working with a group, the duty of confidentiality is of course upon the therapist or counselor. Suppose that one of the group participants tells his friend about the communications of other group participants. Is this a breach of confidentiality? While state law may vary, participants in group therapy or counseling are not generally required by law to keep matters discussed in group counseling or therapy confidential. In such states where that is the case, it is wise for therapists and counselors to develop a form, to be signed by the group participants, that explains why it is important for participants to be assured of confidentiality (e.g., so that they can freely share personal and perhaps embarrassing information about themselves so that the effectiveness of therapy can be maximized).

The form would also contain a provision to the effect that each of the participants, in consideration of the mutual promises of others in the group, promises to keep the information about and communications from others in the group confidential. Whether or not these mutual promises are enforceable by one participant against the other in the event of a breach will depend upon state law. In any event, at least the therapist or counselor can demonstrate that he or she made the participants cognizant of the importance of confidentiality and privacy. If there is a duty of confidentiality (by participants in the therapy) under a state's law, that duty should be specified in the agreement to be signed by all participants.