

# MENTAL HEALTH CONFIDENTIALITY AGREEMENT

Parties Involved: \_\_\_\_\_

## Confidentiality Agreement Between:

Mental Health Provider Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

### 1. Purpose of Agreement

This Agreement is entered into between the Mental Health Provider and the Client to protect the confidentiality of information exchanged during the course of mental health treatment and related services.

### 2. Definition of Confidential Information

Confidential Information includes any information disclosed by the Client to the Provider during treatment, including but not limited to verbal communications, written materials, and electronic records.

### 3. Obligations of Mental Health Provider

The Provider agrees to maintain the confidentiality of all Confidential Information obtained in the course of treatment except as permitted or required by law or as authorized in writing by the Client.

### 4. Exceptions to Confidentiality

Confidentiality may be broken if the Provider reasonably believes the Client poses a serious risk of harm to self or others, in cases of suspected child or elder abuse, or as otherwise required by law.

### 5. Written Authorization for Disclosure

The Provider will not disclose any Confidential Information to third parties without the Client's prior written consent, except as allowed under applicable law.

### 6. Limits of Confidentiality Related to Electronic Communication

The Client acknowledges that electronic communications, including emails and texts, may not be fully secure, and the Provider cannot guarantee confidentiality of such communications.

### 7. Record Keeping

The Provider shall maintain treatment records in a secure manner consistent with applicable federal and state laws and professional standards.

### 8. Duration of Confidentiality

The obligations under this Agreement shall survive the termination of treatment and continue indefinitely as required by law.

### 9. Client's Rights

The Client has the right to access their treatment records and request amendments in accordance with applicable law.

**10. No Waiver**

Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any rights under this Agreement.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the state in which the Provider practices, without regard to conflict of law principles.

**12. Dispute Resolution**

Any dispute arising out of or relating to this Agreement shall first be addressed through good faith negotiation between the parties. If unresolved, disputes shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association.

**13. Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**14. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to confidentiality and supersedes all prior agreements, whether written or oral.

**15. Modification**

This Agreement may only be modified by a written instrument signed by both parties.

**16. Signatures**

Both parties acknowledge that they have read, understood, and agreed to the terms and conditions contained herein.

**MENTAL HEALTH PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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