

Counseling Couples and Joint Forms

Some Complex Issues to Avoid

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January 1, 2008

Initial Form Work for Couples' Counseling

When a couple is being counseled (either premarital or marital) both the *Confidentiality Statement* and the *Informed Consent Statement* can be a jointly signed document by both individuals. The therapist should, however, explain to the couple the constraints of the *Confidentiality Agreement*. Any information revealed during sessions is usually considered as joint information under the *Confidentiality Agreement*. That is one of the statements contained within the *Agreement* itself.

Therefore, if there is information that one individual wishes to reveal to the therapist or the pastor that is to be excluded from that *Confidentiality Agreement*, it would be wise on the part of the counselor to open an individual counseling session with the individual who wishes to reveal "private" information that they do not wish to include under the corporate *Confidentiality Statement*.

This process can be a real perplexing issue for the therapist. Often, such individual therapy within the context of relationship therapy undermines the whole concept of open and honest relationship therapy. The individual that is excluded (via the individual sessions) may feel that they are being "talked about" unfairly outside of the relational therapy. At this point, the therapist must make it clear that only personal information for the individual being counseled will be discussed and the therapist will not accept undue accusations against the individual who is being excluded from the individual counseling.

At this point, both an individual *Confidentiality Agreement* and an *Informed Consent Statement* must be signed by the individual requesting individual treatment. A statement may also be given to the spouse who will not be part of the individual therapy that states that individual information regarding that spouse will not be discussed nor disclosed during the individual therapy.

Often, this methodology will be engaged by an individual in a relationship who has committed an offense that they are not ready to disclose to their spouse. They may feel that the information will be so volatile that it will end the relationship (and, it might). Many times, issues are raised like affairs or relations that the other spouse will find to be "relationship ending" events.

When Sessions Become Individual

When sessions become individual, the other spouse must be continually assured that issues that are being discussed are personal issues related to the individual and not "inside" information about the relationship. The therapist or pastor who obtains information that may be damaging to the continuation of the marriage

may not reveal that information under the new individual *Confidentiality Agreement* unless that information violates the principles of the *Confidentiality Agreement* itself – usually issues related to the safety of some, including the spouse.

If the information revealed is related to an affair committed by the individual, the pastor or therapist must carefully consider all factors. The therapist generally cannot reveal that information to the other spouse since there is a *Confidentiality Agreement* that protects that information. The therapist must weigh the information and determine if 1) it would ultimately be beneficial to the relationship for the information to be revealed (i.e., can substantial healing be engaged), and, 2) can the therapist convince the individual to voluntarily disclose the information without ever being accused of coercion. This could present a significant litigational problem for the pastor.

For example, if the pastor talks through the affair with the offending individual and the pastor reasons with the individual that it would be best to reveal the information, there is always the possibility that the individual in therapy can “blame” the therapist for coercion. It must be over-stressed that the individual wishes to disclose the information voluntarily. If the marriage ends due to the information, the pastor or therapist must be protected absolutely from accusation that they manipulated the individual to disclose the information.

At this point, the pastor may wish to create a special form that states that the individual has decided to reveal the information on their own and that they do not believe or feel that they are being coerced to reveal such negative information.

When Information Should be Revealed

There are times when the individual or corporate *Confidentiality Agreement* must be broken. Those include any cases in which either individual is in danger in any way.