**LIMITS OF CONFIDENTIALITY**

***Though the information you share with me is confidential, there are several important limits to confidentiality. In the following instances, confidentiality must be waived:*** In general, the Health Insurance Portability and Accountability (HIPAA), as well as other healthcare regulatory compliance laws, protect the confidentiality of all communications between a client and a therapist, and I can release your information to others about your therapy only with your written authorization. There are several exceptions that include, but are not limited to, the following:

1. You are a danger to yourself or others.
2. You seek treatment to avoid detection or apprehension or enable anyone to commit a crime.
3. Your therapist was appointed by the courts to evaluate you.
4. Your contact with your therapist is for the purpose of determining sanity in a criminal proceeding.
5. Your contact is for the purpose of establishing your competence.
6. The contact is one in which your therapist must file a report to a public employer, EAP (employee assistance program) provider or as to information required to be recorded in a public office, if such report or record is open to public inspection.
7. You are under the age of 16 years and are the victim of a crime.
8. You are a minor and your therapist reasonably suspects you are the victim of child abuse.
9. You are a person over the age of 65 and your therapist believes you are the victim of physical abuse. Your therapist may disclose information if you are the victim of emotional/elder abuse.
10. You die and the communication is important to decide an issue concerning a deed or conveyance, will or other writing executed by you affecting as interest in property.
11. You file suit against your therapist for breach of duty or your therapist files suit against you.
12. You have filed suit against anyone and have claimed mental/emotional damages as part of the suit.
13. You waive your rights to privilege or give consent to limited disclosure by your therapist.
14. Your insurance company paying for services has the right to review all records.
15. I am subpoenaed to testify in court

\* If you have any questions about these limitations, please discuss them with your therapist.

1. **If there is a reason to suspect child/vulnerable person abuse or neglect.** As your therapist, I must perform the legal duty of a mandated reporter and inform child protection services of such a risk. This will be done in the manner that is the most responsible to your needs as well as to the needs of your family, with your child's well-being as the foremost consideration. If possible, I will consult with the custodial parent before making a hotline call.
2. **If there is a reason to suspect that you or someone else is suicidal or at risk in some other way.** As your therapist, I will do whatever seems most appropriate to assure the safety of your and/or the other person. This may include contacting the local authorities.
3. **If I am subpoenaed to testify in court,** I will invoke privilege. I will state unwillingness to divulge information for which there is no release of information signed by the party to whom the privilege belongs. That is, I will attempt to maintain the confidentiality of the person who shared the information with me. If this is not possible, and I am ordered by the judge to testify, waiving privilege, I will be forced to comply with the judge's order, so as not to be held in contempt of court.
4. **In seeing children or adolescents,** treatment is aided if they know that they can give information I will hold in confidence. I ask that the parents respect their children's privacy, without expecting full disclosure. I recognize, however, that parents are responsible to preserve their children's safety and so are in need of any information relevant to such safety. therefore, as information is shared that is essential for the parent to have in order to fulfill their function as guardian(s), I will work with the child for disclosure to the parent(s) as soon as possible, depending on the urgency of the information.
5. **During the course of marital therapy,** I may at times see one or the other partner individually. Information shared during individual sessions is treated as confidential; it is not part of the shared information to which both partners share privilege.

I read and have been given appropriate opportunity to address any questions or request clarification for anything that is unclear to me regarding the limits of confidentiality.

Client Signature (REQUIRED): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_