

Institute of Advanced Studies

LIMITS OF CONFIDENTIALITY

Counseling is both a confidential and a professional relationship. What you communicate during the course of treatment is protected by legal, professional and ethical standards. Information gathered in the course of treatment may not be released without your prior written consent. However, California Law has placed specific limits on the confidentiality of the therapeutic relationship.

According to California State Law, this Counselor and agency has a legal obligation to breach confidentiality under the following circumstances:

1. If a client communicates a serious threat of physical violence against a reasonably identifiable victim(s). (Tarasoff, Civil Code 43.92)
2. If a therapist knows or reasonably suspects a child is a victim of severe and/or general neglect. (Penal Code Section 11165).
3. If a therapist has reasonable knowledge that a person over age 65, or a dependent adult, has been physically abused or neglected (California State Law).
4. If requested by the client or compelled by the court.

Confidentiality may also be breached in the following situations:

1. If the therapist determines, or has reasonable cause to believe, the client is in such mental or emotional condition as to be dangerous to him/herself, or to the person or property of another, and the disclosure of confidential information is necessary to prevent the threatened danger. (Evidence Code 1024).
2. In cases of threatened suicide, the therapist has a legal duty to take reasonable steps to prevent it. (Bellah v. Greenson)
3. Reasonable suspicion of elder or dependent adult abuse or neglect.

In accord with California State Law Licensing Regulations, all pre-licensed counselors receive individual and group supervision. Therefore, confidentiality will not be maintained during consultation with the supervisor and other professional persons hired by The Agency for the purpose of staff training. (California Code of Regulations, Title 16)

I have read this statement and fully understand the contents. I agree to these limits of confidentiality and will not hold The Agency staff or the agency liable for breach of confidentiality under the conditions stated above.

Participant #1 or Guardian Signature

Date

Participant #2 Signature

Date

As a minor, I give The Counselor or Agency permission to share information with my parents/guardians as is deemed appropriate throughout the counseling process

Minor's Signature

Date