

# **Confidentiality Policy**

Confidentiality and privileged communication remain the rights of all clients of professional counselors according to law. However, there are limits to such communication, some of which are mandated by state law. It is very important that you and those seeking counseling with you carefully read and understand the following limits of confidentiality.

## **Duty to Warn**

Some courts have held that if an individual intends to take harmful, dangerous, or criminal action against another human being, or against themselves, it is the counselor's duty to warn appropriate individuals of such intentions. Those warned may include a variety of persons such as:

1. The person or the family of the person who is likely to suffer the results of harmful behavior.
2. The family of the client who intends to harm him/herself or someone else.
3. Associates or friends of those threatened or those making threats.
4. Law enforcement and medical emergency officials.

Additionally, some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self or to others or is gravely disabled, or when a client's family member(s) communicate that the client has communicated a danger to others.

## **Child Abuse**

California state law mandates the reporting of incidence or *suspected* incidence of child abuse including physical abuse, sexual abuse, unlawful sexual intercourse, neglect, emotional and psychological abuse. All actual or suspected acts of child abuse will need to be reported to the appropriate agencies. (Article 2.5 Penal Code 11165 and 11166)

## **“Dependent Adult” and Elderly Abuse**

California law requires the incidence of “dependent adult” or elderly physical abuse reported to your counselor must also be reported to California authorities. (Welfare and Institution Code, Sec. 15630)

## **Therapeutic Criminal Involvement**

The State Law in Evidence Code 1018 reads that “There is no privilege (confidentiality) under this article if the services of the psychotherapist were sought or obtained to enable or aid

anyone to commit or plan to commit a crime or a tort or to escape detection or apprehension after the commission of a crime or a tort." (Evidence code 1024, 1965. Chp. 299)

### **Family and Couple Therapy**

Family members and couples may be seen at times individually or conjointly. Information shared during these sessions or in related settings (e.g., telephone calls) is considered part of the overall family or couple therapy process and is not confidential from the other participating family members or partners. Your therapist will use his or her discretion in handling these matters. This is simply our "no secrets" policy. It is important that you understand this policy **before** treatment begins. It supports our belief that healthy relationships are built on openness and truth.

### **Neglect of Outstanding Debt**

In the event that a client fails to honor, after reasonable efforts to collect, his/her debt, Heather Pearman MFT. may place the account in the hands of an agency or attorney for collection or legal action. This will necessitate the release of pertinent demographic information as well as accounting information. **NO THERAPEUTIC INFORMATION WILL BE RELEASED.**

**Policy Regarding Childcare During Counseling Session** Heather Pearman MFT requests that **NO** child or teenager be left unattended in the waiting areas without an adult present to watch them while you are in your counseling sessions. Heather Pearman MFT does NOT provide childcare.

Please be sure that you have read the above very carefully. If you are not sure you fully understand any of the above areas of confidentiality limitations, please ask your counselor before you sign below.

I/We the undersigned have read and fully understand the limits of my/our confidentiality. I/We further agree to abide by the policy set out above. I/We have had a chance to ask my/our counselor for additional clarification regarding the limits of confidentiality.

Signature

Date

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Signature (Spouse)

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Date