

LIMITATIONS OF CLIENT-THERAPIST CONFIDENTIALITY

Confidentiality belongs to the client, meaning you can release confidential information as you see fit. However, Spirit Christian Counseling Centers cannot ensure, and is not liable for, the actions of those that you release information to. This stipulation includes communications via internet or social media formats. Therefore by signing this agreement you,

1. Understand and agree that in sending or posting any information via any electronic means you consent to the public release of that information. Electronic means can include, but are not limited to: email, text, Twitter, Facebook, and/or any other social media formats.
2. Agree not to divulge, send, or post any information or statements made by others in therapy sessions that you attend, including statements made by the therapist/provider, on any online or electronic format to include, but not limited to: email, text, twitter, Facebook, and/or other social media formats.
3. Understand and agree that any personal information pertaining to your treatment that you include in electronic communications to Spirit Christian Counseling Centers, or in on-line formats, will be included in, and become a part of, your medical record.

It is important for you to understand that counseling records are considered medical records. Spirit Christian Counseling Centers are required by the health insurance portability and accountability act of 1996 (HIPAA) to protect the confidentiality of medical and mental health records in our possession. However, there are certain legal and ethical exceptions that supersede the confidentiality of the client-therapist relationship which require and compel the therapist to make a report to the proper authorities. You should be aware of the following **exceptions to confidentiality**.*

1. The therapist makes an assessment of an impending suicide risk or believes there is the possibility of imminent harm to the client or others. [Chapter 611, Sec. 004(a)(2) Health and Safety Code]
2. A client reports past or present instances of the abuse or neglect of a child, elderly person, or mentally challenged person. (Chapter 261, Family Code)
3. There exist suspicion of terrorist activity.
4. The client discloses sexual misconduct of a doctor or therapist.
5. A Judge subpoenas counseling records.
6. You provide consent to release your records or to share information regarding your treatment.
7. Information is requested by your insurance company pertinent to processing claims for payment;
8. You file a complaint with a licensing board or in cases of a malpractice suit; records will be released to the Board and/or legal counsel.

*** Medical and/or law enforcement officials may be notified with or without your consent.**

I have read the preceding statement and understand the limitations regarding protected health information in electronic communication formats. I also understand that under the above stated circumstances my therapist is bound ethically and legally to inform the proper authorities.

Client Name/Date _____ Witness Name/Date: _____

Client Signature: _____ Witness Signature: _____