**Confidentiality Agreement**

As part of providing services to you, I am required to record information relating to the delivery of services. The recording of identifying information can include (but is not limited to) case notes, progress notes, records of attendance and recorded sessions.

## Limits of Confidentiality

Services provided to you honour the confidential nature of the information disclosed during service delivery.

There are however, limitations to this confidentiality.

1. I **must** disclose a communication made during the delivery of services:

* If they reasonably believe that the disclosure is necessary for the purpose of complying with a law of the Commonwealth or State (e.g. mandatory disclosure of suspected child abuse).

1. I ***may*** disclose a communication made during the delivery of services:

* If I reasonably believe that the disclosure is necessary for the purpose of protecting a child from the risk of physical or psychological harm.
* In order to prevent or lessen a serious and imminent threat to the life, health or property of a person.
* If matters are disclosed relating to serious criminal activity that have, or are likely to occur
* In order to assist an Independent Children’s lawyer to properly represent a child’s interests in Family Law matters.

1. Where I receive clinical supervision I ***may share and discuss*** relevant information with my supervisor to enhance my learning and ensure ethically sound practice. Both I and my Supervisor adhere to relevant Professional Codes of Ethics.

## Access

Your records are securely stored.

You may have access to material recorded by me in relation to yourself only by written request. This information *may be* released in consideration to the following:

* Subject to any privacy, legal and safety issues

In order to release information to other parties (e.g. Solicitor) I will require a subpoena, unless the limits of confidentiality (as outlined above) apply.

Sections of the *Family Law Act 1975* provide that a communication made in family counselling and family dispute resolution or associated referrals are not admissible in any court or proceedings, in any jurisdiction (excluding where confidentiality is limited as outlined above).

I have read and accept the Confidentiality Agreement above.

*Signature Date*