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Couple or Family Confidentiality Statement

This document describes my policies on confidentiality when I am seeing more than one member of a family in therapy and it supplements our Agreement, which you have been given separately. In my experience it is best when these issues are talked about and understood from the start of treatment. In most cases of therapy with more than one member, I will also meet at least once with each person individually, once treatment has begun.

In individual therapy, any information obtained by having contact with a client is confidential and cannot be shared with anyone without the specific consent or authorization of the client, or except by law. However, in couples or family therapy the psychotherapist may meet individually with a family member, and the therapist will be influenced by this individual contact when meeting with other family members. There are also many instances when the therapist may use knowledge gained from individual sessions with other family members. An example is when the therapist makes a statement such as: "When I speak to your wife/partner, I get the impression that she is interested in making your relationship better for both of you". Therefore, in this way a couple/family therapist cannot promise complete confidentiality to each individual in joint therapy.

On the other hand, individuals may have some feelings, thoughts or actions that they would like to keep confidential. While I will not agree to keep any secrets learned from individuals, I believe in respecting these confidences or sensitive topics if possible. Therefore, any information provided to me, regardless of whether the partner/spouse was present, may be either withheld or disclosed to the other party at my discretion. Additionally, both parties must understand and agree that in order to keep proper records, I may make written record of any information provided by either party or any observation made of either party's behavior.

There are also a few potential exceptions to confidentiality. First, the law allows me to report the direct suspected physical and sexual abuse of children or other legally protected vulnerable persons to Social Services and also to take whatever steps are necessary to prevent someone from being a physical danger to himself/herself or others. * Please also see the Notice and Agreement forms you have been given for any other allowed or required disclosures of information.

Another kind of exception occurs when keeping an individual's confidence places me in a position of behaving dishonestly. An example of this kind of situation would be a husband who tells me in private about plans to leave his wife or to continue an affair, but wants to continue the couple's therapy as if he planned to stay in the marriage and was being honest. I would need to work with him to tell him to tell his wife, since we could not continue therapy if we were deceiving her. The time frame for maintaining confidentiality in this work is at my discretion.

To summarize, my rules for confidentiality in couples or family therapy are as follows:

1. I will maintain the same standards of confidentiality and privacy as in individual therapy when I contact anyone outside the family.
2. I am willing to keep confidences from other family members as long as they do not conflict with the law, do not place me in a position of being deceitful with a family member, or I do not think they are inappropriate therapeutically. However, it must also be understood that I cannot guarantee the maintenance of confidences between family members, and there is always a small but real possibility that a confidence will be accidentally revealed to another family member. There are also occasions when I may advise that a confidence be revealed or I may set a time frame in which one member must voluntarily reveal information we have talked about individually. I cannot guarantee that others will always agree with my choices.
3. In addition, I would like to explain that my commitment is to the well-being of all individuals in a marriage or family. When both partners wish to work on their relationship, we will make a commitment to the relationship as long as it is the choice of both partners. It is my position that only the partners can make the decision about keeping a relationship together or separating, and realistically, divorce or separation may be a possibility. I must also be free to discuss the possibility of divorce or separation with either partner when I believe that this discussion is appropriate or necessary.
4. In regards to the Clinical Record involving a couple or family members, it is important to know that anyone who is a client and attended a session(s) jointly may have access to a complete copy of the file, under the circumstances described in the Agreement. That means that in my chart notes, information about each person involved in the therapy may be available to the other(s) without further consent. In making this agreement, it is recognized that either party might further disclose information obtained from this file and I have no control over such re-release of information. If an "outside" third party wishes to access the file, signatures of both partners/spouses will be required in order to release the requested information. Certain exceptions to these confidentiality and access provisions may be required by law.
5. All parties agree to be jointly liable for any payment responsibilities, regardless of whether insurance or other arrangement is expected to pay some or all of my fee.

YOUR SIGNATURES ON THIS STATEMENT INDICATE THAT YOU UNDERSTAND AND CONSENT TO THE POLICIES DESCRIBED ABOVE.

Client Signature

Date

Client Signature

Date