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### **Couples Therapy- Guidelines and Policies**

Welcome to my private practice! I appreciate your trust and the opportunity to be of help to you. This letter is designed to answer some frequently asked questions about my policies and our relationship.

**My background:** I have been in private practice as a psychotherapist since 1978. I enjoy working with couples, facilitating their communication, and helping love to flourish. I present at professional conferences on relationship issues and have written books/articles and have many years of training marital and relationship oriented therapists at on many of these subjects. During our therapy I may draw on various Western psychotherapy approaches including psychodynamic, cognitive/behavioral, family systems understanding, communication skills training, and psycho-educational methods. For some couples we work to give you the skills to work through issues; with other couples we use "discernment counseling" to determine if it is best to stay together or have a conscious separation. Practicing the methods given in session is key to your success. Specific information on my approach can be found in my book *Bodymind Healing Psychotherapy* and my book on couples therapy, *Trials of the Heart: Healing the Wounds of Intimacy*. For a more complete view of my background please see: [www.bodymindhealing.com](http://www.bodymindhealing.com).

**Benefits, Risks and Methods of Treatment:** The majority of individuals and couples who obtain therapy benefit from the process. Success may vary, however, depending upon the particular problems being addressed and your attitude. Therapy requires an active involvement, honesty, and openness to change your thoughts, feelings and /or behavior.

While the benefits of therapy are well known (see Consumers Reports Nov. 1995), some risks do exist. You may experience unwanted feelings such as unhappiness, anger, guilt or frustration. It is important for me to know both negative as well as positive experiences that come up for you as a result of therapy. There may be times that your relationship "gets worse" in the process of it getting better. Talking about these feelings, and working them through, is a key element of therapy. They are a natural part of the therapy process and often provide the basis for change. Therapy may lead to decisions about changing various aspects of your life. Sometimes more than one approach can be helpful in dealing with a certain situations. Specifically selected treatments are open to your input; please ask if you have questions or problems with any methods used.

**Confidentiality:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except when disclosure is required by law. 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, to others, to property, or is gravely disabled or when client's family member/s communicate to Dr. Mayer that the client presents a danger to others. Also disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony of Dr. Mayer.

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In addition, if you are using your insurance company, HMO, EAP or PPO to cover your expenses for therapy disclosure of confidential information may be required to process your claims. If you have concerns about confidentiality in this area discuss this with your insurance company or managed care company or consult with The Department of Consumer Affairs or an attorney.

**Confidentiality in Couple's Therapy:** I do not keep secrets from those participating in couple's therapy. If you and your partner decide to have some individual sessions as part of couple's therapy, please note what you say in those individual sessions will be considered to be a part of couple's therapy, and can be discussed in the joint session. **Do not tell me anything you wish to keep secret from your partner.**

When I provide couple's therapy, I consider my client to be the couple. As a result, I will not release information or assessments about the couple or their therapy without the consent of **both members** of the couple.

In order for couples therapy to be effective you are agreeing not to call on Dr. Mayer to testify in any court hearing regarding custody, divorce/separation proceedings, or financial settlements with a spouse. This would undermine the therapy. As well you are agreeing not to use the information shared in couples therapy, emails or in correspondence in any court proceeding or custody evaluation.

**Your Right to Review Medical Records:** You have a right to review a summary of medical records that Dr. Mayer keeps except in limited legal or emergency circumstances or if Dr. Mayer assesses that releasing such information might be harmful in any way. In such a case Dr. Mayer will provide the records to an appropriate licensed health professional of your choice. Your medical records are distinguishable from Dr. Mayer's process notes. If you need medical records, Dr. Mayer will create such records at a reasonable fee based upon his hourly fee. Considering the above exclusions, Dr. Mayer will release information to any agency or person you specify.

**Telephone and Emergency Procedures:** If you need to contact Dr. Mayer between sessions please leave a message with his answering service, 510-849-2878 or 415-931-4888. If there is an emergency call the 24 hour mental health crisis line at 415-355-8300 in San Francisco or (510) 981-5254 in Berkeley or call 911.

**E-Mails, Cell Phones, Computers, and Faxes:** It is very important to be aware that computers and e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all e-mails that go through them.

It is important that you be aware that e-mails, faxes, and important texts are part of the medical records. Additionally, Dr. Mayer's e-mails are not encrypted. Please notify Dr. Mayer, if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell phone, or faxes. If you communicate confidential or private information via e-mail, Dr. Mayer will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via e-mail. It is therefore advised that emails are not used to communicate sensitive or therapeutic information, but only for scheduling. Please do not use e-mail or faxes for emergencies.

**Payment:** Payment of \$200 (check or cash) is expected at the time of each visit, unless another fee or arrangement is agreed upon in advance. Sessions are a 50 minute hour, or longer based upon pro-rated fee. Time requested outside of session, including telephone conversations, report writing or other services will be billed at regular rate unless agreed otherwise. (Your insurance company may not pay for this or for missed sessions, so you are responsible for payment.)

**Cancellation:** When an appointment is made, the time is reserved for you. 48 hour notice is required in event of cancellation; otherwise the session will be billed at the regular fee. Insurance companies usually do not pay for missed sessions, so client is responsible.

**Termination:** When the time comes for termination, time should be allowed for closure, as it can be made a most valuable part of our work. Either of us may terminate our work together if we believe it is in your best interest. You are hereby agreeing to meet for at least one session after the session you have stated that wish to terminate. The longer the therapy has continued, the longer the termination phase is usually expected to review our work together, our goals and accomplishments, examine any unconscious factors that may be part of termination, and explore options for any future work to be done.

**LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Dr. Mayer to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**Agreement**

I have read the information in this agreement, and have had my questions answered to my satisfaction. I accept, understand and agree to abide by the contents and terms of this agreement, and consent to participate in treatment.

Client signature \_\_\_\_\_

Date \_\_\_\_\_

Client 2 signature \_\_\_\_\_

Date \_\_\_\_\_

Therapist: Michael Mayer, Ph.D. \_\_\_\_\_

Date \_\_\_\_\_

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