

**Disclosure Statement, Agreement for Services,
And Notice of Privacy Practice**

Welcome to my practice. California State Law requires that all therapists provide clients with written information about their qualifications and service policies. It is your right and responsibility to choose the provider and treatment that best suits your needs. To help you make your choice and to facilitate our work together, here is some basic information about me and my practice. Please read this information carefully and ask me to explain anything that you do not understand. This statement, in its entirety, serves as our agreement to our respective rights and responsibilities as therapist and client. You will be asked to sign it after reading it and before we begin our therapy together.

Therapist Background and Qualifications

I earned my MS Degree in Counseling in 1993 and I have been licensed as a Marriage and Family Therapist since 1997. I have been working directly with clients since 1988. While I have worked with children, adults and families my primary area of expertise is providing couples counseling. I also work with individuals regarding relationship issues. I have counseled couples since 1995 and I have continually participated in post graduate studies and practice in this specific area since early 2003. I participate in ongoing consultation with other therapists to ensure that my clients receive my best practices. Page four of this document discusses the method of therapy that I provide to clients.

Information about this Practice

This is an individual therapy practice owned and operated by me, Julie Kyker, MFT, License #MFC34033. Although I may share office space with other providers, this office space is mine alone, and others are not responsible for the treatment provided by me.

Fees

Session Length: Individual sessions are 45- 50 minutes in length. Couples sessions are 60 – 90 minutes depending on your particular relationship dynamic. We will determine in the first or second session the appropriate amount of time for your therapy. All fees are based on the amount of time spent with you in my office and are as follows:

Service	Fee
45 – 50 minute therapy session – Individual Therapy	\$140
60 minute therapy session – Individual or Couple/Family	\$160
75 minute therapy session – Individual or Couple/Family	\$185
90 minute therapy session – Individual or Couple/Family	\$220
Phone sessions and emergency contacts over 10 minutes	\$3 per minute (including the 10 minutes)
Late cancellation (less than 48 hours) & “no show” fee	\$100

Fees are review annually. If my fees change at any point in the future, I will provide 60 days’ notice of any changes.

Payment for all services is due at the time of service. Please have your payment ready at the beginning of each session, as the therapy session includes time for rescheduling and fee payment. Let’s use your time wisely for talk time rather than spending time writing a check. I prefer cash or checks, however, I also accept credit cards.

Insurance Information

As a courtesy to you I may be able to bill your health insurance to pay for part of your services. Most plans require you to pay a share of the cost, either a “co-pay” or “co-insurance” depending on your particular plan. In all circumstances, *you are responsible* for payment for your session if your insurance provider denies payment. You are also responsible for verifying and understanding the limits of your insurance coverage. Although I am happy to submit billing for services, I am unable to guarantee whether your insurance will provide payment for the services provided to you.

You should be aware that insurance plans generally limit coverage to certain mental health disorder diagnosis. For couples, this means at least one of you must have a diagnosis in order to bill for couples counseling. This means that this diagnosis will be entered in to your health record. I am happy to show you the details of any diagnosis and you can decide if you want that in your record or if you would prefer to pay out of pocket. Any claims submitted to your insurance will then have the diagnosis in your health records (beyond my office).

I am currently contracted with two (2) Health Insurance panels, Anthem Blue Cross and Aetna. This means that if you have a HMO plan with one of these companies, you have a diagnosis, and you want to use your insurance then I will send in claims for you and you will pay your co-pay at the time of service. For your future planning, you should know that I will likely be terminating my contract with Aetna in 2015 and Anthem in 2016.

For all other insurance carriers, I am able send claims if you have a PPO plan (this means I am *not* a preferred provider for those plans). I have created a form that you can find in the “forms” section of my website to help you ask questions of your insurance company to help you understand your coverage and benefits.

Please discuss any questions or concerns that you may have about insurance, fees and mental health disorder diagnoses with me.

Appointment Scheduling and Cancellation Policies

Sessions are typically scheduled to occur one time per week at the same time and day if possible. Some people need to schedule different days due to their schedules, this is fine too. Your therapist may suggest a different amount of therapy depending on the nature and severity of your concerns. Your consistent attendance greatly contributes to a successful outcome. **Your appointment time reserves my time for you. Should you need to reschedule or cancel your appointment I require 48 hour notice. If you do not provide your therapist with at least 48 hours’ notice in advance, you are responsible for the payment of \$100 for the missed session.** **Please note, insurance does not pay for missed or late cancellation sessions.**

Confidentiality

All communications between you and your therapist will be held in strict confidence unless you provide written permission to release information about your treatment. If you participate in marital or family therapy, your therapist will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release.

If you participate in couples or family therapy, your right to confidentiality (from participating family members) is waived. It is not therapeutically advisable for the therapist and one partner or family member to hold confidential information from the other partner or family members. This does not mean that information will be automatically shared. However, clients will be strongly encouraged to share pertinent information as necessary to augment the therapy process. A culture of “secrecy” disrupts the effectiveness of couples and family therapy. Thus, if you choose to have a partner or family member participate in therapy, either individually or conjointly, you will be voluntarily waiving the right to confidentiality with them. Do not tell me anything you wish kept secret from your partner or family members, as I reserve the right, at my discretion, to share any information I deem helpful to the therapy.

There are exceptions to confidentiality. For example, therapists are required to report instances of suspected child or elder abuse. Therapists may be required or permitted to break confidentiality when they have determined that a patient presents a serious danger of physical violence to another person or when a patient is dangerous to him or herself. In addition, a federal law known as The Patriot Act of 2001 requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers and documents and other items and prohibits the therapist from disclosing to the patient that the FBI sought or obtained the items under the Act.

As part of providing quality services to you, I also may seek consultation about your therapy from other therapists. In all cases, your name and identifying information are not disclosed.

INFORMED CONSENT

Minors and Confidentiality

Communications between therapists and patients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, your therapist, in the exercise of his or her professional judgment, may discuss the treatment progress of a minor patient with the parent or caretaker. Patients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with their therapist.

Record Keeping

Your records are maintained in a web-based system. What this means is your records are stored online in a secure, encrypted, HIPAA compliant system that is backed up to ensure records are not lost due to technical problems. This system provides certain benefits to clients including online scheduling, and secure messaging to your therapist. Please ask any questions or report any concerns you have regarding online record keeping. As with any record keeping method, every foreseeable precaution has been taken to protect privacy, but there are no guarantees.

To simplify scheduling, I have an online scheduling system that you have access to. You may cancel and schedule as you need to. You may also choose to schedule during sessions if that is easier for you. You can also receive 48 hour reminder email, text or phone call from the automated system.

Therapist Availability/Emergencies

Telephone consultations between office visits are welcome. However, I will attempt to keep those contacts brief due to my belief that important issues are better addressed within regularly scheduled sessions.

You may leave a message for me at any time on my confidential voicemail. If you want me to return your call, please be sure to leave your name and phone number(s), along with a brief message concerning the nature of your call. Non-urgent phone calls are returned during normal workdays (Monday through Friday) within 48 hours. I am not available to return calls on Saturdays or Sundays or after 8 pm. If you have an urgent need to speak with me, please indicate that fact in your message and follow the current instructions that are provided on my voicemail. In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance.

You should also be aware of the following resources that are available in the local community to assist individuals who are in crisis:

Crisis Hotline: (888) 724-7240
<http://www.211sandiego.org/>

About the Therapy Process

It is my intention to provide services that will assist you in reaching your goals. Based upon the information that you provide to me and the specifics of your situation, I will provide recommendations to you regarding your treatment. I believe that therapists and clients are partners in the therapeutic process. You have the right to agree or disagree with my recommendations. We will also periodically exchange feedback regarding your progress.

Due to the varying nature and severity of problems and the individuality of each person and each couple, I am unable to predict the length of your therapy or to guarantee a specific outcome or result.

Termination of Therapy

The length of your treatment and the timing of the eventual termination of your treatment depend on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for your termination, in collaboration with me. We will discuss a plan for termination with you as you approach the completion of your treatment goals.

You may discontinue therapy at any time. If you or your therapist determines that you are not benefiting from treatment, either of you may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your therapy.

Treatment Philosophy and Methods for Couples Therapy

I am always learning and growing so that I can bring the most current research and skills for providing couples therapy to you. In working with couples, I practice Emotionally Focused Couples Therapy (EFT) which has been researched for over 20 years with excellent results. I have completed all training required for Certification (EFT Externship and Core Skills) and I am now participating in monthly consultations with other EFT therapists while working toward certification in this method. In addition, I have completed all levels of the Gottman Couples Therapy Training for therapists. And, I have completed the Mastery and Leadership Program for PAX Programs, Inc. PAX is dedicated to promoting peace between the sexes.

EFT is based on the primary need of human beings to be safely connected with the most important people in our lives. There are three phases of therapy. During the first phase we will discover together the ways that you unintentionally hurt each other and end up feeling disconnected, what we call the negative cycle in your relationship. When this phase is complete you will be fighting less and life will seem calmer. Occasionally couples want to leave therapy at this time because life at home is feeling more comfortable. It is really important to continue on to phase two and complete the remainder of therapy. Couples who leave after the first phase will usually end up needing counseling again or end up parting ways.

The second phase is critical to your ability to stay connected and develop safety between the two of you. You will learn how to fight the negative cycle instead of each other, and how to reach out in ways that bring you closer together rather than further apart. After phase two you will understand your partner and yourself better. You will feel like your partner understands and accepts you. Phase three is the shortest and easiest phase. We consolidate all that you have learned and you will be able to solve problems together as partners rather than as adversaries.

In addition to the EFT process, I also draw on the Gottman Method™ of couple's therapy (based on over 35 years of research by Dr. John Gottman). Gottman's research tells us what successful couples are doing to stay together happily and long term.

In our work together with these methods, you will learn specific tools to deepen friendship and intimacy in your relationship. Most of our work will involve sessions where you are seen together. However, there may be times when individual sessions may be recommended. I will also meet with each of you at least once individually to give you an opportunity to share your thoughts, feelings, and perceptions.

The length of our therapy together will be determined by your specific needs and goals. In the course of our work together we will establish points at which to evaluate your satisfaction and progress. Also, please feel free to raise any questions or concerns that you have about your therapy at any time you wish. In the latter stage of therapy, we will “phase out”, or meet less frequently in order for you to test out your new relationship skills, in preparation for termination. Although you may terminate your therapy whenever you wish, it is most helpful to have at least one session together to summarize your progress, define the work that remains, and to say good-bye.

These Policies and Procedures were updated and revised as of September 30, 2014.

Notice of Privacy Practices

For the Office of Julie Kyker, Licensed Marriage and Family Therapist

I. THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

II. I HAVE A LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI)

I am legally required to protect the privacy of your PHI, which includes information that can be used to identify you that I’ve created or received about your past, present, or future health or condition, the provision of health care to you, or the payment of this health care. I must provide you with this Notice about my privacy practices, and such Notice must explain how, when, and why I will “use” and “disclose” your PHI. A “use” of PHI occurs when I share, examine, utilize, apply, or analyze such information within my practice; PHI is “disclosed” when it is released, transferred, has been given to, or is otherwise divulged to a third party outside of my practice. With some exceptions, I may not use or disclose any more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made. And, I am legally required to follow the privacy practices described in this Notice.

However, I reserve the right to change the terms of this Notice and my privacy policies at any time. Any changes will apply to PHI on file with me already. Before I make any important changes to my policies, I will promptly change this Notice and post a new copy of it in my office. You can also, request a copy of this Notice from me, or you can view a copy of it in my office.

III. HOW I MAY USE AND DISCLOSE YOUR PHI

I will use and disclose your PHI for many different reasons. For some of these uses or disclosures, I will need your prior authorization; for other, however, I do not. Listed below are the different categories of my uses and disclosures along with some examples of each category.

- A. Uses and Disclosures Relating to Treatment, Payment, or Health Care Operation Do Not Require Your Prior Written Consent. I can use and disclose your PHI without your consent for the following reasons:
1. For treatment. I can disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are involved in your care. For example, if you’re being treated by a psychiatrist, I can disclose your PHI to you psychiatrist in order to coordinate your care.
 2. To obtain payment for treatment. I can use and disclose your PHI to bill and collect payment for the treatment and services provided by me to you. For example, I might send your PHI to your insurance company or health plan to get paid for the health care services that I have provided to you. I may also provide your PHI to my business associates, such as billing companies, claims processing companies, and others that process my health care claims.
 3. For health care operations. I can disclosure your PHI to operate my practice. For example, I might use your PHI to evaluate the quality of health care services that you received or to evaluate the performance of the health care professional who provided such services to you. I may also provide your PHI to our accountants, attorneys, consultants, and others to make sure I’m complying with applicable laws.

4. Other disclosure. I may also disclose your PHI to others without your consent in certain situations. For example, your consent isn't required if you need emergency treatment, as long as I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) and I think that you would consent to such treatment if you were able to do so.
- B. Certain Uses and Disclosures Do Not Require Your Consent. I can use your PHI without your consent or authorization for the following reasons:
1. When disclosure is required by federal, state or local law; judicial or administrative proceedings; or law enforcement. For example, I may make a disclosure to applicable officials when a law requires me to report information to government agencies and law enforcement personnel about victims of abuse or neglect; or when ordered in a judicial or administrative proceeding.
 2. For public health activities. For example, I may have to report information about you to the county coroner.
 3. For health oversight activities. For example, I may have to provide information to assist the government when it conducts an investigation or inspection of a health care provider or organization.
 4. For research purpose. In certain circumstances, I may provide PHI in order to conduct medical research.
 5. To avoid Harm. In order to avoid a serious threat to the health or safety of a person or the public, I may provide PHI to law enforcement personnel and veterans in certain situations. And I may disclose PHI for national security purposes such as protecting the President of the United States or conducting intelligence operations.
 6. For specific government functions. I may disclose PHI of military personnel and veterans in certain situations. And I may disclose PHI for national security purposes, such as protecting the President of the United States or conducting intelligence operations.
 7. For workers' compensation purposes. I may provide PHI in order to comply with workers' compensation laws.
 8. Appointment reminders and health related benefits or services. I may use PHI to provide appointment reminders or give you information about treatment alternatives, or other health care services or benefits I offer.
- C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.
1. Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.
- D. Other Uses and Disclosures Require Your Prior Written Authorization. In any other situation not described in sections III A, B, and C above, I will ask for your written authorization before using or disclosing any of your PHI. If you choose to sign an authorization to disclose your PHI you can later revoke such authorization in writing to stop any future uses and disclosures (to the extent that I haven't taken any action in reliance on such authorization) of your PHI by me.

IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI

You have the following rights with respect to your PHI:

- A. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask that I limit how I use and disclose your PHI. I will consider your request, but I am not legally required to accept it. If I accept your request, I will put any limits in writing and abide by them except in emergency situations. You may not limit the uses and disclosures that I am legally required or allowed to make.
- B. The Right to Choose How I Send PHI to You. You have the right to ask that I send information to you at an alternative address (for example, sending information to your work address rather than your home address) or by alternate means (for example, e-mail instead of regular mail) I must agree to your request so long as I can easily provide the PHI to you in the format you requested.
- C. The Right to See and Get Copies of Your PHI. In most cases, you have the right to look at or get copies of your PHI that I have, but you must make the request in writing. If I don't have your PHI but I know who

does, I will tell you how to get it. I will respond to you within 30 days of receiving your written request. In certain situations, I may deny your request. If I do, I will tell you, in writing, my reasons for the denial and explain your right to have my denial reviewed. If you request copies of your PHI, I will charge you not more than \$.25 for each page. Instead of providing the PHI you requested, I may provide you with a summary or explanation of the PHI as long as you agree to that and to the cost in advance.

- D. You have the right to get a list of instances in which I have disclosed your PHI. The list will not include uses or disclosures that you have already consented to, such as those made for treatment, payment, or health care operations, directly to you, or to your family. The list also won't include uses and disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003.
- A. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no charge, but if you make more than one based request in the same year, I will charge you a reasonable cost based fee for each additional request.
- E. The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that I correct the existing information or add the missing information. You must provide the request and your reason for the request in writing. I will respond within 60 days of receiving your request to correct or update your PHI. I may deny your request in writing if the PHI is (i) correct and complete, (ii) not created by me, (iii) not allowed to be disclosed, or (iv) not part of my records. My written denial will state the reasons for the denial and explain your right to file a written statement of disagreement with the denial. If you don't file one, you have the right to request that you request and my denial be attached to all future disclosures of your PHI. If I approve your request, I will make the change to your PHI, tell you that I have done it, and tell others that need to know about the change to your PHI.
- F. The Right to Get This Notice by E-Mail. You have the right to get a copy of this notice by e-mail. Even if you have agreed to receive notice via e-mail, you also have the right to request a paper copy of it.

V. HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you think that I may have violated your privacy rights, or you disagree with a decision I made about access to your PHI, you may file a complaint with the person listed in Section VI below. You also may send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W., Washington, D.C. 20201. I will take no retaliatory action against you if you file a complaint about my privacy practices.

VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at:

Julie Kyker, MFT 3604 4th Ave #5, San Diego, CA 92103 (619) 825-5982

EFFECTIVE DATE OF THE PRIVACY NOTICE

This notice went into effect on January 1, 2007

My Private Practice Social Media Policy

Social Media is a fantastic tool that helps people get informed and engaged. I use social media for my practice and in an effort to be completely transparent with you, I have created a social media policy so you understand how I use social media in my practice. If you have any questions about my policy, I encourage you to bring them up when we meet. It is also something that is constantly changing and there may be times when I need to update this policy. If I do so, I will post the policy online and inform you of the changes in our session.

The basis for this policy is to protect our relationship and your confidentiality in session. You are the person that can decide what you want to keep confidential. I must keep my relationship with you completely confidential except in cases of where you might harm yourself or others (see informed consent for details). Thus, if you post on my page, you are opening up the possibility of people inferring about our relationship or asking you about your connection to me. You get to decide what you tell people. You have a choice as to what you reveal about yourself online, however I will not reveal my connection to you. Thus this is how I handle different social media options:

FRIENDING: To respect your privacy and confidentiality, I do not accept friend requests on my personal Facebook page from current or former clients on any social networking site.

FANNING: You may “like” my Facebook business page. However if you “like” my page, you are choosing to reveal that you are connected to me in some way. My business page exists to be a forum of information and inspiration. I will not engage in conversations with you on that page. However, if you find it helpful then that is great!

FOLLOWING: I sometimes publish a blog on my website. You are welcome to use your own discretion in choosing whether to follow me. Note that I will not follow you back, I do not follow current or former clients on blogs or other social media. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during our therapy time.

INTERACTING: Please do not use messaging on Social Networking sites such as Facebook, or LinkedIn to contact me. Also if there were an emergency, I would not be able to respond timely as I do not check these accounts regularly. The best way to interact with me is by email or phone. If you post on my wall it may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

USE OF SEARCH ENGINES: You may have a Facebook page, Instagram account or twitter account. I do not “google” my clients or look up information on them for any reason. I think it is important that I know you as you are in my office. If I do come across your information online, I will move on and avoid reading content.

BUSINESS REVIEW SITES: You may find my Private Practice on sites such as Yelp, Healthgrades, Yahoo Local, Bing or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating, or endorsement from you as my client. The California Association of Marriage and Family Therapist's Ethics Code states that it is unethical for MFTs to solicit testimonials.

Of course, you have a right to express yourself on any site you wish. If you do post a review, I cannot respond on any of these sites whether it is positive or negative. I urge you to take your own privacy as

seriously as I take my commitment of confidentiality to you. If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. Confidentiality means that I cannot tell people that you are my client and my Ethics Code prohibits me from requesting testimonials. But you are more than welcome to tell anyone you wish that I'm your therapist or how you feel about the treatment I provided to you, in any forum of your choosing.

If you do choose to write something on a business review site, I hope you will keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection.

If you feel I have done something harmful or unethical and you do not feel comfortable discussing it with me, you can always contact the Board of Behavioral Science Examiners, which oversees licensing, and they will review the services I have provided.

Board of Behavioral Sciences at 1625 North Market Blvd., 2nd Floor, Suite S-200, Sacramento, CA 95834, (916) 574-7830 or email BBSWebmaster@dca.ca.gov or file a complaint at https://app.dca.ca.gov/bbs/complaint_ssl.asp

EMAIL: I prefer using email only to arrange or modify appointments. Please do not email me content related to your therapy sessions, as email is not completely secure or confidential. If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider.

TEXT: My business phone number is not connected to a mobile phone, therefore I do not receive any text messages. Sometimes clients may need to send me a quick message if they are running late to an appointment, you may call or email me to let me know.

CONCLUSION: Thank you for taking the time to review my Social Media Policy. If you have questions or concerns about any of these policies and procedures or regarding our potential interactions on the Internet, do bring them to my attention so that we can discuss them.