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COUNSELING INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality and Communication

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you

chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

Exceptions

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took

this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couples therapy with me.

If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning such individual sessions.

Social Media

Please refrain from making contact with me using social media messaging systems such as Facebook, LinkedIn or Twitter. These methods have very poor security and I am not prepared to watch them closely for important messages from clients. It is my policy to not have current or former clients in my social media network. It is also not my practice to look up clients on social media applications or sites. I do not accept friend requests from clients as a way to preserve the client/counselor relationship. I will also not send current or former clients friend requests.

E-mail and Text

In order to communicate with you by email or text message, I need to make sure you are aware of the confidentiality and other issues that arise when we communicate this way and to document that you are aware of these and agree to them.

I understand that all e-mail messages are sent over the Internet and are not encrypted, are not secure, and may be read by others. I understand that my e-mail communications with my therapist will NOT be encrypted and, therefore, my therapist can NOT guarantee the confidentiality and security of any information I send to him or that he sends to me via e-mail. I understand that SMS messages are even less secure than e-mail, and the same conditions apply.

I understand that for this reason my therapist has advised me not to send sensitive information via e-mail or SMS message. This includes information about current or past symptoms, conditions, or treatment, as well as identifying information such as social security numbers or insurance identification information.

I hereby give permission for my therapist to reply to my messages via e-mail, including any information that he deems appropriate, that would otherwise be considered confidential. I agree that my therapist is not liable for any breach of confidentiality that may result from this use of e-mail via the Internet.

I understand that my therapist will limit SMS messages to brief inquiries or responses regarding scheduling.

I understand that my therapist may at times e-mail me information about resources that I can use as part of my treatment. I hereby consent to receive such information via e-mail.

I understand that e-mail and SMS communication should not be used for urgent or sensitive matters since technical or other factors may prevent a timely answer. I understand that if I use email or SMS to make or request scheduling changes it is my

responsibility to confirm that my therapist has received my communication more than 24 hours before the appointment time being changed. If I believe I need a response within 48 hours, I will not use e-mail but will call my therapist. If I do not receive an answer to a routine e-mail or text message within two working days, I understand that I should call my therapist.

I understand that all e-mail and SMS communications may be made part of my permanent medical record and would be accessible to anyone given access to those records. I also understand that I may withdraw permission for my therapist to communicate with me via e-mail or SMS by notifying my therapist in writing.

Contact Outside of Scheduled Session

When you need to contact me for any reason, these are the most effective ways to get in touch in a reasonable amount of time: -By phone @ 913-626-1387. You may leave a message on the voicemail, which is confidential. By secure email at tmfrye@me.com or secure text @ 913-626-1387. It is important that we be able to communicate and also keep the confidential space that is vital to therapy. Please speak to me about any concerns you have regarding my preferred communication methods. I cannot promise that I will be available at all times. I do not take telephone calls when I am with a client. You can always leave a message, and I will return your call within 24 hours barring an urgent situation. When I am unavailable for an extended amount of time, you will be provided with the number of another therapist in the office. If you have an urgent crisis, I will see you as soon as I can realistically schedule an appointment. You are welcome to call me during normal business hours (8am-5pm) at 913-626-1387 and leave a message detailing the urgency. You can expect a return call within 60 minutes. However, my private

practice is not set up to respond to truly emergent situations. If you are having an emergency and I am not available, you may choose to call 9-1-1 or to proceed to the nearest emergency department. If it is a medical emergency you may also choose to contact your medical group, primary care physician or County crisis resources. I find that telephone therapy does not work as well as face-to-face therapy. I will generally suggest a counseling session if you call with a problem that is not critical.

II. Record-keeping.

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time, giving me the chance to print it out from my computer. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else. All client records are printed to a printer that is connected through a wireless router. I understand that printing wirelessly is not entirely secure and that my therapist is not responsible should the security of wireless printing be compromised.

III. Diagnosis

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the DSM-IV TR; I have a copy

in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

V. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment, and assist you in advocating with the MC company as needed.

VI. Benefits and Risks of Therapy

Any time you seek therapy to work on your personal struggles or relationship difficulties there are benefits and risks involved. The benefits can include the ability to handle or cope with your specific concerns and/or your interpersonal relationships in a healthier way. You may also gain a greater understanding of personal, interpersonal, or family goals and values. This new understanding may lead the way to greater maturity and happiness as an individual, couple, or as a family. There may also be other benefits that come as you work at resolving your specific concerns. However, therapy can be challenging and uncomfortable at times. Remembering and resolving an unpleasant event may cause intense feelings of fear, anger, depression, and frustration. As you work to resolve personal issues or issues between family members, marital partners, and other persons, you may experience discomfort and an increase in conflict. There may be changes in your relationships which you had not originally anticipated.

VIII. Legal Issues, Testimony, Court Reports, and Subpoenas.

If you become involved in a legal matter and I am requested to provide testimony, my hourly rate is \$100 and includes all time out of the office (including travel time). Payment is due five business days in advance of the testimony. The charge will occur even if I do not testify unless given seven days notice of the cancellation, as I was unable to schedule any clients during this time. Any time spent meeting with your attorney, corresponding, or preparing documentation or reports will also be billed at \$100 per hour. Please note that it is my policy to not make recommendations about custody. Notice: In the event that a subpoena for records or testimony is received, (1) the client will be notified in writing and

provided with a copy of the subpoena; (2) the client must either provide the practitioner with a written waiver of objection to the subpoena or indicate that an objection will be filed with the court (with a copy sent to the practitioner); and (3) if an objection to that subpoena is to be filed, it is the responsibility of the client to have it filed with the court.

VII. Ending Services

In many cases clients will often end therapy without a formal termination session due to changing circumstances. I understand that if sessions are abruptly stops without agreement as to termination that this will be the day that the therapist considers you as having ended therapy. Should you decide to return you will be considered a returning client and at that point treatment will re-convene.

My Training and Approach to Therapy

I have a Ph. D. in Counselor Education and Counseling with an emphasis in Marriage and Family Therapy from Idaho State University. In addition, I carry a masters degree in counseling from Northwest Nazarene University. I have been practicing as a professional counselor since 1996. My background includes teaching therapy as a full-time faculty member at the University and providing clinical direction and services through counseling centers and private practice.

My approach to therapy is somewhat eclectic depending upon the needs of each client. The philosophy that I work under is informed by attachment theory and incorporates an overall emotionally focused, experiential and systems based approach to treatment.

If you would like to learn more about this approach, I have books that I can point you to. I use a variety of techniques in therapy, trying to find what will work best for you. Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful. You normally will be the one who decides therapy will end, with three exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgement not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

I am away from the office several times in the year for extended vacations. I will tell you well in advance of any lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. I am available for brief between-session phone calls during normal business hours. If you are experiencing an emergency when I am out of town, or outside of my regular office hours (after 5 pm

weekdays or over the weekend), please call 911, or go to the nearest hospital emergency room for assistance.

Physician Contact/Waiver of Contact

For some situations, it may be beneficial for me to confer with your primary care physician with regard to your psychological treatment or to discuss any medical problems for which you are receiving treatment.

Please check ONE of the following:

____ I do not authorize you to contact my primary care physician with regard to the treatment that I am receiving or to obtain information concerning my care.

____ I authorize you to contact my primary care physician to discuss the treatment that I am receiving while under your care and to obtain information concerning my medical diagnosis. Please complete Authorization & request for Release of Confidential Information and Privileged Communication.

Your Responsibilities as a Therapy Client

I. You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 50 minutes. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours notice, you must pay for that session at our next regularly scheduled meeting. I cannot bill these sessions to your insurance. The only exception to this rule is if you would endanger yourself by attempting to come (for instance, driving on icy roads without proper tires).

II. You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. My fee per session is \$150.00. Each session is 50-minutes. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week I will bill you on a prorated basis for that time. My fees go up \$10.00 every two years, on the even year. If a fee raise is approaching I will remind you of this well in advance.

III. If you have insurance, I will give you the needed information to turn into your insurance company for reimbursement. I will not bill insurance companies directly. Please request this at the beginning of therapy, so I can be sure to prepare the needed paperwork for you to turn into your insurance.

IV. I am not willing to have clients run a bill with me. I cannot accept barter for therapy, If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.

Complaints

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or

that I have behaved unethically, you can complain about my behavior to the Kansas Behavioral Science Regulatory Board at 785-296-3249. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

University Affiliation

I understand that my counselor is using an office space at MidAmerica Nazarene University to provide services and that MidAmerica Nazarene University, staff, faculty, and administration are not a part of this agreement, nor are they liable for anything related to the services provided by Todd M. Frye.

Client Consent to Counseling

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the fees outlined in this document. I further understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Todd M. Frye, PhD. I know I can end therapy at any time I wish and can refuse any requests or suggestions made by Dr. Frye. I am over the age of eighteen.

Signed: _____ Date: _____

Signed: _____ Date: _____

Frye: _____ Date: _____