

## Client Agreement

Client Name \_\_\_\_\_ Date \_\_\_\_\_

Welcome to Frank Theus Counseling, LC. I believe you are in the right place at the right time. This Agreement contains important information about my professional services and business policies. Please read and sign.

### **Counseling Services**

Counseling is a collaborative process between you and your professional counselor to work on areas of dissatisfaction in your life and assist you in creating change. There are many different methods I may use to address the problems that we identify together. The type and extent of services you receive will be determined following an initial assessment and through ongoing discussion between us. If you have any questions, you are always free to discuss them with me.

### **Benefits and Risks**

Counseling has benefits and risks. Since counseling often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, you can experience better relationships, solutions to specific problems, and significant reduction in feelings of distress. Each person's experience and outcomes are unique to his/her own circumstances. For therapy to be most successful, you will have to work on the things we talk about both during sessions and at home. We will carefully explore your needs throughout the process.

### **Appointments, Fees, and Cancellation Policy**

I meet with clients by appointment only. Sessions typically run 50 minutes, although longer sessions can be scheduled in advance. We will discuss my fee in advance of our first session. Payment will be accepted by cash, check, or PayPal (with additional convenience fee) at the beginning of each appointment. Additional payment will be required for any additional service that might arise.

Please change or cancel any scheduled appointment *at least 24 hours before* the time of the appointment. If you do not show up to your scheduled appointment, you will be charged in full, unless otherwise agreed upon prior to the appointment. Please be aware that non-payment at time of service may result in cessation of future service.

## Contacts and Emergencies

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You may contact me by phone at 573-246-0431 during normal business hours or email at frank@franktheus.com any time. **In case of emergency, call 911 or go to your nearest emergency room.** Please understand that I cannot be on-call and may be unreachable. For instance, if I am in session, I will not answer the phone. You may leave a message and I will respond as soon as I am able.

## Electronic and Digital Communications

Your counselor cannot ensure the confidentiality of any form of communication through electronic or digital media. Please be advised that any text, email, or internet-enabled communication between us involves greater risk to confidentiality than does traditional in-person communication. Accordingly, your personal information will be kept hard copy in a locked file in my office and not online in any way.

## Ending Therapy

Your counselor encourages a frank conversation during session if and when you consider leaving therapy. Since the therapy process involves a growth experience, terminating the relationship should be a part of that. You have the right to discontinue services at any time. And you are responsible for paying for the services already received. Please note that in the event we have no kept appointments for 60 days, I will consider that you no longer intend to remain active, and your case will be closed.

Provided there are not previously known and appropriate reasons for denial of service, you are welcome to contact me should you again seek treatment.

## Confidentiality

Confidentiality is crucial to providing effective counseling. It is vital that information you freely discuss with me for building a solid working alliance must be confidential. Under the code of ethics for Licensed Professional Counselors, Licensed Clinical Social Workers and Psychologists, Protected Health Information (PHI), particularly information shared in the therapy session, is **strictly confidential** and will not be disclosed without your written authorization *except in these situations*:

- 1) When there is clear and immediate danger to you, other individuals, or society, we are required to intervene. If we believe you pose a life-threatening risk to yourself or to others, we may need to notify responsible individuals for your protection. In this case, we may call your emergency contact person, a friend or relative, or summon the police to take you to a hospital for psychiatric evaluation or observation.
- 2) Child abuse reporting laws require counselors to report suspected cases of child abuse to the Department of Human Resources. Child abuse and neglect may include physical, emotional or sexual abuse of children or the abandonment of children.

- 3) If we know that an elderly or disabled adult has been abused, neglected, exploited, or been sexually or emotionally abused, the law requires that we file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, we may be required to provide additional information.
- 4) If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, I will not disclose information without your (or your legal representative's) written authorization, a subpoena or court order.
- 5) In order to receive payment from insurance companies, DHR or other agencies, we may be asked to release details about your treatment with us. When disclosing information, we will make reasonable efforts to limit the information to the minimum necessary to accomplish the intended purpose of the disclosure. If your account becomes delinquent, we may release minimal information to a collection agency to obtain payment.
- 6) At times, we may consult with a professional if we feel it is needed to offer the best possible service for you. During a consultation we make every effort to avoid revealing the identity of the client.
- 7) You should be aware that we may employ administrative staff and utilize contract labor as a business practice. It may be necessary to share information with them related to scheduling, billing, bookkeeping and quality assurance. All staff or contract laborers are bound by the same rules of confidentiality and have been given training about protecting your privacy.
- 8) Clients under 14 years of age who are not emancipated should be aware that the law may allow parents to examine their treatment records unless we decide that such access is likely to be harmful to the child, or we agree otherwise. The therapeutic relationship with children is to be respected. Children need to know that they can trust their therapist and feel safe and secure in their therapy session. Because privacy in psychotherapy is often crucial to successful progress particularly with teenagers, it is often our policy to request an agreement from the parents that they consent to give up their access to their child's records. If they agree, we will provide them with general information of the child's treatment, and attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when complete. Any other communication will require the child's authorization unless we feel that the child is in danger or is a danger to someone else, in which case we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he or she might have.
- 9) If a government agency is requesting information for health oversight activities, we are required to provide it for them.

10) If a client files a worker’s compensation claim, we may disclose information relevant to that claim to the client’s employer or insurer.

11) We reserve the right to use the information you reveal to us to evaluate our services and conduct research. Anonymity will be maintained.

The paragraphs above contain a summary of rights provided in the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI). HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment, and health care operations. And the law requires that I obtain your signature acknowledging that I have provided you with this information.

**Please sign below indicating that you have read the information in this document and agree to abide by its terms during our professional relationship. You also acknowledge that you have received and read the HIPPA Notice form on the pages following.**

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Client signature Date

I, the licensed professional counselor, have discussed the issues above with the client and/or personal representative. I believe this person is competent to give informed and willing consent.

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Frank R. Theus, LPC Date

## Frank Theus Counseling, LC

TELEPHONE: **573.246.0431** | EMAIL: **frank@franktheus.com**

ADDRESS: 2821 N. Ballas Road, Suite C-37, St. Louis, MO 63131

## NOTICE OF PRIVACY PRACTICES per HIPAA

**This notice describes how Your Patient Health Information (PHI) may be used and disclosed and your access to this information. PLEASE READ IT CAREFULLY.**

### **I. Uses and Disclosures for Treatment, Payment, and Healthcare Operations**

I may use or disclose your PHI for the treatment payment, and healthcare operations with you consent. To help clarify these terms, here are some definitions

“PHI” refers to information in your health record that could identify you

“Treatment” is when I provide, coordinate, or manage your healthcare and other services related to your healthcare. An example is if/when I consult with your family physician or another therapist.

“Payment” is when I obtain reimbursement for your healthcare. If I took payment from your health insurer this would apply.

“Healthcare Operations” are activities that relate to the performance and assessment and improvement activities, business-related matters, such as audits and administrative services, and case management and care coordination.

“Use” applies only to activities with my office such as sharing, employing, applying, utilizing, examining and analyzing information that identifies you.

“Disclosure” applies to activities outside my office, such as releasing, transferring or providing access to information about you to other parties.

### **II. Uses and Disclosures Requiring Authorization**

I may use or disclose PHI for purposes of treatment, payment, or healthcare operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment, or healthcare operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your notes. “Notes” contain any information I have written about our conversation during a private, group, joint, or family counseling session which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

---You may revoke all such authorization at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that I have relied on that authorization for payment.

### **III. Uses and Disclosures with Neither Consent nor Authorization**

I may use or disclose PHI without your consent or authorization in the following circumstances:

--child abuse: If I have reasonable cause to suspect that a child has been or may have been subjected to abuse or neglect, or if I observe a child being subjected to conditions which reasonably result in abuse or neglect, I must immediately report such information to the Missouri Division of Family Services. I may also report child abuse or neglect to a law enforcement agency or juvenile office.

--adult and domestic abuse: If I have reasonable cause to suspect that an eligible adult presents a likelihood of suffering physical harm or is in need of protective services, I must report such information to the Missouri Department of Social Services.

“Eligible Adult” means any person 60 years of age or older, or an adult with a handicap (substantially limiting mental or physical impairment) between the ages of 18 and 59 who is unable to protect his or her own interests or adequately perform or obtain services which are necessary to meet his or her essential needs.

--health oversight activities: The Missouri Attorney General’s Office may subpoena records from me relevant to disciplinary proceedings and investigations conducted by the Missouri State Committee for the profession.

--judicial and administrative proceedings: If you are involved in a court proceeding and a request is made for information about your diagnosis or treatment and the records thereof, such information is privileged under state law, and I will not release information without written authorization from you or your personal or legally-appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. I will inform you in advance if this is the case.

--serious threat to health or safety: When I judge that disclosure is necessary to protect against a clear and substantial risk of imminent serious harm being inflicted by you on yourself or another person, I must disclose your relevant confidential information to the appropriate professional workers, public authorities, the potential victim, his or her family, or your family.

--worker’s compensation: If you file a worker’s compensation claim, I must permit your record to be copied by the Missouri Labor and Industrial Commission or the Division of Worker’s Compensation of the Missouri Department of Labor and Industrial Relations, your employer, you and any other party to the proceedings.

### **IV. Clients’ Rights and Therapist’s Duties**

--You have the right to request restrictions on certain uses and disclosures of PHI. However, I am not required to agree to a restriction you request.

--You have the right to receive confidential communications of PHI by alternative means and at alternative locations. For example, you may not want a family member to know that you are seeing me. On your request, I may send your bills to another address.

--You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances; but in some case, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.

--You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.

--You have the right to receive an accounting of disclosures of PHI by request. On your request, I will discuss with you the details of the accounting process.

--You have the right to obtain a paper copy of the notice from me upon request, even if you agreed to receive the notice electronically.

--I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.

--I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.

If I revise my policies and procedures, I will notify all clients by mail.

**Complaints:** If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me directly about these concerns. You may also send written complaint to the Secretary of the U.S. Department of Health and Human Services. I will provide you the appropriate address upon request.

**Effective Date:** This notice goes into effect on August 1, 2021. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by U.S. mail.

## Frank Theus Counseling, LC

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