



## Teresa Prendes-Walls, LPC-MHSP

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### **Informed Consent Client/Counselor Service Agreement**

Welcome to my practice. I am a licensed professional counselor with mental health service provider designation. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

#### **The Counseling Relationship**

Counseling is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in counseling, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your counselor, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

#### **Risks/Benefits of Counseling**

Counseling is an intensely personal process which can bring unpleasant memories or emotions to the surface. There are no guarantees that counseling will work for you. Clients can sometimes make improvements only to go backwards after a time. Progress may happen slowly. Counseling requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

However, there are many benefits to counseling. Counseling can help you develop coping skills, make behavioral changes, reduce symptoms of mental health disorders, improve the quality of your life, learn to manage anger, learn to live in the present and many other advantages.

#### **Appointments**

Appointments will ordinarily be 45-50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours' notice. If you miss a session without canceling, or cancel with less than 24 hour notice, you may be required to pay for the session (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the cancellation fee. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

#### **Contacting Me**

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible. If you feel you cannot wait for a return call or it is an emergency situation, call 911 or go to your local hospital emergency room.

## **Confidentiality**

State law and professional ethics require therapists to maintain confidentiality. I will make every effort to keep your personal information private. However, there are some limitations to confidentiality to which you need to be aware. Counselors are required by law to release information in the following cases.

1. If the client poses a risk to themselves or others.
2. If there is suspicion of abuse to children or the elderly.
3. If a counselor receives a court order or subpoena, she may be required to release some information. In such a case, your counselor will consult with other professionals and limit the release to only what is necessary by law.

It is also important to be aware of other potential limits to confidentiality that include the following:

1. If you wish to submit your therapy bill to your insurance company, it may include a diagnosis code, time, date and length of therapy.
2. Clients under the age of 18 do not have full confidentiality from their parents. However, the importance of privacy in therapy will be discussed with the family.
3. Clients being seen in couple, family, and group work are obligated to respect the confidentiality of others. I will exercise discretion (but cannot promise absolute confidentiality) when discussing information with participants involved in the treatment process together. Healthy communication is a primary goal in this type of therapy and, therefore, secrets cannot be kept by me from individuals involved in treatment together.
4. I may consult with a supervisor or another professional counselor in order to give you the best service. In the event that I do consult with another counselor, no identifying information such as your name would be released.

You may request to have your information released, or it may benefit you to have me communicate with another health provider. In such case you will be required to sign a release of information which specifies what information is to be released and to whom.

## **Confidentiality in Group Therapy**

The nature of group counseling makes it difficult to maintain confidentiality. If you choose to participate in group therapy, be aware that I cannot guarantee that other group members will maintain your confidentiality. However, I will make every effort to maintain your confidentiality by reminding group members frequently of the importance of keeping what is said in group confidential. I also maintain the right to remove any group member from the group should I discover that a group member has violated the confidentiality rule.

## **Confidentiality and Technology**

Some situations may include the use of technology as part of the counseling process. This includes but is not limited to telephone, email, text, e-faxes or website forms. I will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic communications could not occur. Please be advised to take your own precautions with technology. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in your counseling process. Please notify me if you decide to avoid the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, I will assume that you have made an informed decision and will view it as your agreement to take the risk that such communication may be intercepted. Please do not use texts, e-mail, or voice mail for emergencies.

## **Record Keeping**

I may keep records of your counseling sessions and a treatment plan which includes goals for your counseling. These records are kept to ensure a direction to your sessions and continuity in service. They will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Records will be kept for at least 7 years but may be kept for longer. Records will be kept either electronically using encrypted software or in a paper file and stored in a locked cabinet.

## Professional Fees

Payment is expected at the time of service unless prior arrangements have been made. Payment may be made by check, cash, or credit/debit card (Note: there is a \$3 transaction fee for card payments). I reserve the right to use an attorney or collection agency to secure payment of any past due session fees.

Please discuss what you need for insurance reimbursement with me.

### Fee Schedule

Initial evaluation session (Intake):	\$150
Psychotherapy session - 45 minutes:	\$110
Family/Couples Psychotherapy - 45 minutes:	\$140
Group therapy - 90 to 120 minutes:	\$60

Preparation of detailed documents or extended communication with outside agencies may incur a fee based on professional time required.

## Insurance

I am not a participating provider with private insurance companies. If you have a health insurance policy, it may provide coverage for mental health services with an "out-of-network" provider. At your request, I will supply you with a receipt of payment for services, which you may be able to submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. While I may assist you to the extent possible in filing claims and ascertaining information about your coverage, you are ultimately responsible for knowing your own coverage and filing your claims.

## Consent to Counseling

Your signature below indicates that you have read this Agreement and agree to its terms.

### Client:

_____	_____	_____
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Full Name

Signature

Date

### Guardian:

For minor clients

_____	_____	_____
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Full Name

Signature

Date

### Counselor:

_____	_____	_____
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Full Name

Signature

Date