



Kathryn Zentner, LCSW  
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## **POLICIES FOR PARENTS INVOLVED IN COURT LITIGATION OR CUSTODY PROCEEDINGS**

Therapists who work with children and/or parents who are involved in court litigation or custody proceedings are often required to communicate with parties or provide services that are not customary to the therapeutic relationship and are outside the therapy hour. Therefore, special consent is required for Kathryn Zentner, LCSW to be involved in these cases.

### **Confidentiality**

The confidentiality of the information you or your children disclose to **Kathryn Zentner, LCSW**, either within or outside of therapy sessions, is not guaranteed when the information is required for, but not limited to the following purposes: custody proceedings, co-parent counseling, counseling including family members, a divorce suit or a modification of a divorce decree, a suit affecting the parent/child relationship, a legal proceeding of any kind, or any other service which requires a written report or testimony for legal purposes.

The attorneys involved in the case as well as the judge and other professionals will most likely ask **Kathryn Zentner, LCSW** to provide information obtained during the services provided to you and/or your children, including information kept as part of your records and/or your children's records. By signing this form, you acknowledge **Kathryn Zentner, LCSW** will be sharing information with other parties in this case (including other family members and/or their attorneys) and you do not hold **Kathryn Zentner, LCSW** to the normal standards of confidentiality for the services provided by her.

\_\_\_\_\_ is aware of the limitations to confidentiality when services are provided as part of court litigation or custody proceedings. \_\_\_\_\_ (*initial*)

### **Fees for therapy services**

The fee for therapy sessions is \$150 for the initial interview and/or assessment appointments, \$125 for family therapy, and \$125 for individual therapy. Longer sessions will be prorated based on the basic fees. Therapy that is "court ordered" or is part of a legal agreement is usually forensic (pertaining to use in a court of law and open for public discussion and debate through litigation), and may not be billable to insurance, and/or may require extra fees to cover the forensic nature. **Kathryn Zentner, LCSW** will discuss whether or not insurance can be billed and/or extra fees at the beginning of treatment, and reserves the right to adjust the fees depending on how the case progresses. Additional fees not listed within these policies will be provided in a separate written fee schedule if/when the need arises. In the event insurance is billed, the client or parent is responsible for any deductible and co-pays not covered by insurance. When a child is the client, the parents are required to designate one "responsible party" who is responsible for outstanding balances. Payment is expected at the time of service unless other arrangements have been made in writing and are agreeable to both **Kathryn Zentner, LCSW** and the other party. \_\_\_\_\_ (*initial*)

### **Professionalism**

If **Kathryn Zentner, LCSW** is asked or required to testify and/or is required to provide written information, including reports, and/or opinions for legal purposes, **Kathryn Zentner, LCSW** will provide her best professional judgment and opinion based on her observations, interactions, and clinical experience as it relates

to questions and issues posed to her. **Kathryn Zentner, LCSW** will not demonstrate bias based on her economic relationship with any party. \_\_\_\_\_ (initial)

### **Fees for services rendered outside of the therapy hour**

#### *Court testimony:*

In the event the therapist is asked to testify on behalf of a parent and/or child, the parent making the request is responsible for payment of **\$500 per half day** (half day is defined as 8am until noon, or noon until 5pm) of court appearance, payable at least one week in advance. No refunds will be given within one week of the court date if the hearing is cancelled or rescheduled, since other duties would have been cancelled or rescheduled to accommodate the court appearance. The \$500 fee covers the therapist's preparation and time in court, including one 30 minute phone call with the parent's attorney before the hearing. Travel to a court hearing outside of the Austin area will incur additional costs, including \$500 per additional half day, mileage (per the standard IRS rate), and/or actual expenses for hotel, airfare, and/or car rental. Time required either before 8am or after 5pm will be billed at \$100/hour (\$500 max for overnight stay). Estimated fees for travel outside of the Austin area will be calculated and communicated in writing and must be paid at least one week in advance of the court appearance. \_\_\_\_\_ (initial)

#### *Phone calls with attorneys, other professionals, family members, and/or other parties:*

Brief, ten minute, phone calls for scheduling purposes are an expected part of treatment. However, phone calls requested for the purpose of treatment planning, clinical updates/progress or consultation will be billed at a rate of **\$100/hour, with a minimum fee of \$50 per phone call.** \_\_\_\_\_ (initial)

#### *Written reports:*

Psychotherapy notes have extra protection under the Federal and Texas laws and are not released unless there are special circumstances that would benefit the client. Parents may request written documentation in the form of a summary report. The fee for a **written report is \$150**, up to two-pages in length, and must be paid within seven days of the request. \_\_\_\_\_ (initial)

#### *Texts:*

All text communication is limited to scheduling or rescheduling appointments. Any requests for additional information via text will be redirected to email. \_\_\_\_\_ (initial)

#### *Emails:*

Email communication (outside of scheduling appointments) is not recommended due to the security concerns with sharing information through the internet. However, parents can choose to waive that concern. The fee to exchange information via **email is \$100/hour.** Email will not be used to provide detailed clinical information to parents or other parties. Any need for detailed clinical information requires a written report, in-office appointment, or phone call, including payment as specified in these policies. \_\_\_\_\_ (initial)

\_\_\_\_\_ is aware of the security concerns with sending sensitive information through the internet, and requests that **Kathryn Zentner, LCSW** provide email communication in regard to me and/or my children.

Yes: \_\_\_\_\_ (initial)      No: \_\_\_\_\_ (initial)

### **Videotaped content**

**Kathryn Zentner, LCSW**, at her professional discretion, may choose to video tape sessions with the parent and/or children. The purpose of the videotaping is therapeutic in nature, and has the same protection as psychotherapy notes under Federal and Texas laws. Parents will be told when videotaping is being utilized.

\_\_\_\_\_ is aware of Kathryn Zentner's policy regarding videotaping sessions, and agrees to the videotaping.

Yes: \_\_\_\_\_ (initial)      No: \_\_\_\_\_ (initial)

**Retainer**

Since communication with various parties outside of the therapy hour is frequently required when parents and/or children are involved in court litigation or custody proceedings, the “responsible party” who is seeking therapy services from **Kathryn Zentner, LCSW** will be required to pay a **retainer fee of \$100** in the beginning of treatment, and replenish that amount each time it becomes depleted throughout the course of treatment. Written record of expenses will be provided when the retainer needs to be replenished.

\_\_\_\_\_ is aware of Kathryn Zentner’s retainer fee of \$100 and agrees to pay the fees accordingly until services are no longer needed. \_\_\_\_\_ (*initial*)

**I have read and understand all the terms and qualifications of this agreement.** I was given the opportunity to ask questions and all those questions have been answered to my full satisfaction. I understand that any cancellation or modification of this authorization must be in writing, and sent to **Kathryn Zentner, LCSW**, 8701 Shoal Creek Blvd. Ste. 403, Austin, TX 78757. I understand that I have the right to revoke this authorization at any time. **Kathryn Zentner, LCSW** has my permission to act upon these policies in good faith up until she receives my cancellation request in writing.

**Child (or children):**

\_\_\_\_\_

**Parent (name):**

**Signature:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**I have received a copy of these policies** \_\_\_\_\_ (*initial*)