# COUNSELING BY KATE, PLLC

KATE KNAPP LENGYEL, J.D., M.S., LPC, MEDIATOR

LICENSED PROFESSIONAL COUNSELOR

## **INFORMED CONSENT**

### WHAT IS INVOLVED IN THE COUNSELING PROCESS?

I am a Licensed Professional Counselor in Texas (LPC #62906). I have a B.A. in psychology, M.S. in counseling, and J.D. in law. I have worked in the mental health field since 2004.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings such as sadness, guilt, anxiety, anger and frustration, loneliness, and helplessness. Psychotherapy often requires discussing unpleasant aspects of your life. It requires a very active effort on the part of both the client and therapist. In order to be most successful, you will have to work on things we talk about both during our sessions and at home. Psychotherapy has shown to have benefits for people who undertake it. Therapy often leads to a significant reduction in feelings of distress, better relationships, and resolutions of specific problems. Each individual's progress varies. Our first session will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work will include and an initial treatment plan to follow, if you decide to continue. You should evaluate this information along with your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If at any time you feel that the issues discussed have not been resolved to your satisfaction, I will be happy to help you to secure an appropriate consultation with another mental health professional. If you decide to proceed with counseling, usually a session lasts 50 minutes in duration. Some sessions may be longer or shorter depending on your specific needs and treatment goals.

#### **CANCELLATION POLICY:**

24-hour advance notice of cancellation is required with the exception of extreme emergencies (accidents, emergency illnesses, etc.) If you do not cancel your appointment per this policy, you will be expected to pay a \$70 fee. Fee will be waived at counselor's discretion. Frequent cancellations may result in termination of the counselor-client relationship. If you start heading in this direction, it will discussed by phone or in person before termination occurs.

Kate Knapp Lengyel suffers from severe, debilitating migraines and may have to cancel a session with less than 24-hour notice. The best way for Kate to reach me for cancellation (may be at late night or early morning hours) is: Text message Email Cell # Home # By checking this box, I agree to allow Counseling by Kate to leave a message, text, or email for scheduling purposes only.

### **HOW MUCH DOES IT COST? Financial Agreement & Policy**

My standard fee for this service is \$150 for an initial session, \$130 for a 60-minute session and \$110 for a 45-minutes session. It is my practice to charge this amount on a prorated basis for additional time in session. I am willing to testify in court if needed but I am not specialized in forensics and being a master's level counselor may not be considered an expert witness. If you become involved in litigation that requires my participation including but not limited to divorce, custody disputes, or cases involved CPS or criminal activity, and due to the complexity and difficulty of legal involvement, I charge \$250 per hour for preparation for and attendance at any legal proceedings and \$250 per hour for depositions.

Clients' Initials

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2600 ELDORADO PARKWAY SUITE 230 MCKINNEY, TX 75070
•Tel: 360.528.0059 • www.counselingbykate.com

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Also, a \$1500 retainer will be required up front if court appearances occur. You will be expected to pay for each session's copay, co-insurance or full amount of session at the time it is held, unless we agree otherwise. If you have health insurance and wish for the counselor to bill your insurance, you are agreeing to allow counselor to release the necessary information to the insurance company for claims processing which may include case notes, dates of sessions, treatment plans, etc.

Payment can be made in the form of cash, credit, or personal check. *Sessions will be discontinued if an outstanding balance develops without the establishment of payment arrangements*. There is a \$30 fee for all returned checks and Counseling by Kate may seek legal action if necessary.

### IS WHAT WE DISCUSS CONFIDENTIAL?

In general, the confidentiality of all communications between a client and a therapist is protected, and I can only release information about our work to others with your *written* permission. However, there are a number of exceptions including some legal proceedings. 1) When I have written authorization from the client or, in the case of death or disability, the client's representative; 2) if you waive the privilege by bringing charges against counselor; in the response to a subpoena from the secretary of health; the secretary may subpoen only records related to a complaint or report as required under state law; 3) when I believe someone is an imminent danger to themselves or others; 4) if there are any reports of abuse to a child, elderly or handicapped person. Should such a situation occur, I will make every effort to fully discuss it with your before taking any action. *If the client is a child or* adolescent and is engaging in reckless behavior or persistent substance use, we will discuss the situation and I will give him/her the opportunity to inform their parent/guardian in my presence since this constitutes harm to self. Understand that confidentiality is not the same as statutory privilege. If I receive a legal subpoena or if you've given permission for exchange of information for insurance purposes, details regarding our sessions may be disclosed. If you are involved in marital counseling, confidentiality does not include your spouse and is left up to my discretion. This will be explained further in your initial session. *If you have health insurance* and wish for the counselor to bill your insurance, you are agreeing to allow counselor to release the necessary information to the insurance company for claims processing which may include case notes, dates of sessions, treatment plans, etc.

I may occasionally find it helpful to consult about a case with other professionals. In these consultations, I make every effort to avoid revealing the identity of my client. The consultant is, of course, also legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns you may have at our next meeting. The laws governing these issues are quite complex. While I am happy to discuss these issues with you, should you need specific advice, formal legal consultation may be desirable..

Clients' Initials \_\_\_\_\_

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### **CAN I SEE MY RECORDS?**

Both law and the standards of my profession require that I keep appropriate treatment records. You are entitled to receive a copy of the medical record. Psychotherapy notes are not part of the medical record and these will not be released, as they can be misinterpreted and/or upsetting. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. I will also provide a written summary of my therapeutic impressions is requested. The fee for this will be a minimum of \$50 or the equivalent to the time required to draft this document.

Clients will be charged an appropriate fee for any preparation time required to comply with an information request. **If for any reason I would become unavailable due to illness, injury, or death, please contact Dr. Amir Abbassi, LPC, LMFT 214-223-7497.** Files are shredded seven years after the date of our final session or seven years past a minor's eighteenth birthday.

#### HOW DO I CONTACT YOU?

I can be reached by leaving a message on my voice mail, text message, or email. I will make every effort to return your call within 48 hours. In emergencies, my services should not be used for crisis intervention. You can leave me a message after contacting 911, your physician, the emergency room of your choice, or a licensed mental health facility. *Email/text is not a reliable or privacy protected form of contact. If you choose to utilize this option, you do so at your own risk.*Scheduling or cancellations of appointments are required by phone or text message.

#### **GIFTS**

Please understand due to ethical standards set forth by the state of Texas and my professional associations, it is my policy not to receive gifts.

## **COUNSELING CONTRACT**

I, the client(s) signed below, affirm the accuracy of the personal information provided herein, and have read the information above and agree to the conditions set forth therein. I hereby agree to the following conditions:

- 1. I read and understand everything within this **Informed Consent**.
- 2. I understand that I am financially responsible for any fees & agree to the information provided in the **Financial Agreement**.
- 3. I also acknowledge receipt of **Notice of Policies and Practices to Protect the Privacy of Your Health Information.**
- 4. I acknowledge that if I utilize text or email communications with my counselor, we may discuss my personal health information. By utilizing these communications, I consent to disclosure through those means.

( <mark>Signed)</mark>	(Date)
7 7 7	
(Signed)	(Date)