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COUNSELING SERVICES AGREEMENT

You have taken the first step in psychotherapy - a decision of strength and courage! Productive counseling requires energy and effort on both our parts. **Please ask any questions and discuss any concerns you have.** Although these documents are long, it is very important that you read them carefully. When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have already taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred. **Your signature means that you have read and agreed to these policies.**

Counseling Information

I will meet or exceed the requirements of my professional licenses. I value 'best practices' in my field.

You, the client, are in control of the therapeutic relationship and can end it at any time. If I determine that I can no longer provide effective counseling to you or your child, I will refer you to other professionals for continued care. There are alternatives and additions to psychotherapy; such as medications, support groups, books and complimentary modalities. I will be happy to discuss any alternatives you want to consider at any time. If you disagree with any assignment or therapeutic intervention I initiate, you have the right not to proceed.

Counseling often leads to improved relationships, feelings, interpersonal skills, and decisions. However, there are no guarantees as to outcome and you may leave sessions feeling distress as issues are processed. Psychotherapy cannot ensure the successful resolution of the issues you bring to it. Human beings are far too complex and life is too uncertain. However, it is our experience as therapists that most people can gain some value from the therapeutic process. The therapeutic process may not only affect you, but also relationships, work and other areas of life - equilibrium and roles can be upset by therapy. This often leads to healthier relationships, but know that there are risks as well as benefits to counseling. If you have concerns about progress or feel dissatisfied with the services rendered, it is your responsibility to discuss it with me – and I want you to. If you do not receive resolution, you can file a complaint with the Texas Board of Examiners of Professional Counselors at www.dshs.state.texas.us/counselor/512-834-6658 or the Texas Board of Examiners of Marriage & Family Therapists at www.dshs.state.texas.us/mft/512-834-6657. Change often happens in a 'two steps forward, one step back' manner and to evaluate the effectiveness of counseling, you should look for overall forward movement, rather than focus on any one counseling session.

Group Counseling Information

The nature of group counseling is different since it involves several people, so there are a few policies specific to groups.

If I cancel a scheduled group session, I will make it up by adding an additional session on to the end of the block for all group members. However, if you cancel a scheduled group session, it cannot be made up since the group met in your absence. If you happen to be the only client present for a given group session, you will have the choice to cancel or to meet individually with me, for the same fee as that paid for the group session.

Payment for the block/series of group sessions is due on the first session. This aids in consistent attendance, which is essential for the group process and for the benefit of all group members. A group isn't a group if someone is missing.

Confidentiality & Privacy

The law protects the communications between a client and counselor. In some cases, only your advanced written consent is needed and your signature on this form authorizes it. In other cases, the counselor is required by law to provide information. There are occasions when confidentiality can and/or must be breached.

- If you direct me verbally or in writing to discuss your case with someone else, including an insurance company. If you file a workman's compensation claim, I may be required to disclose information related to the claim.
- If a client is likely to seriously harm self or others, I may have a duty to warn the potential victim or disclose the risk to appropriate authorities, and/or parents in the case of a child.
- If I suspect the abuse/neglect of a child, elderly or handicapped person.
- Any sexual misconduct by a previous mental health provider will be reported.
- If I receive a court order or subpoena requiring me to disclose information. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order it.
- If I use a billing service or enlist a collection agency to collect a debt. These professionals are also bound by confidentiality rules.
- If a medical or governmental agency is conducting oversight or quality assurance activities.
- If a client files a complaint/lawsuit against me, I may disclose information in my defense.

- With a minor child, both parents usually have access to the child's medical record unless otherwise stated in a legal document.
- I may find it helpful to consult with other mental health professionals without revealing my client's identity. The other professionals are also legally bound to protect the information.
- I may present disguised case material in supervision, classes, seminars or writings. However, all identifying information will be removed and anonymity maintained.

Legally, minors do not have the right to confidentiality - it rests with their parents/legal guardians. Therapeutically, however, children and adolescents need to feel that I am not 'telling' their parents what they are working on. Kids need a sense of safety and trust, too! Many kids experience '20 questions' after a counseling session by well-meaning parents. I strongly urge you to simply state that you care, are interested in their issues and will listen if they choose to talk about it. Don't worry - I will absolutely inform you if I suspect a minor is in danger. I will certainly give you my opinions and I will help you to help them, but please respect their therapeutic process. Some parents question their kids on whether they 'had fun'. But, good therapy isn't always pleasurable and enjoyment shouldn't be the only gauge for whether to bring your child.

Medical Records & HIPAA

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides privacy protections and Patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice is a part of this Policy & Procedure sheet, is on my website, and explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information.

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve potential harm, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, they can be misinterpreted. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon your request. HIPAA provides you with several rights with regard to your Clinical Record and disclosures of Protected Health Information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of Protected Health Information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, and my privacy policies and procedures.

You accept that I may use technology in keeping your PHI. If I do so, the company will be HIPAA compliant and use encryption. There are inherent risks with technology, such as hardware/software/connection failings. Every effort will be made to ensure PHI protection.

Financial

You are responsible for all fees and payment is due at the time service is rendered, unless arrangements are made in advance. I may file your insurance as a courtesy, but you, not your insurance company, are responsible for the bill.

24 hours notice must be given when cancelling an appointment or you will be charged the full fee. Insurance cannot be billed for missed appointments. You can cancel via email, text or voice mail. Individual circumstances will be considered.

Credit/debit/HSA/FSA card information is kept on file in HIPAA compliant software. I reserve the right to run any charges for no shows or unpaid balances. I will inform you if I intend to do so.

The current fees for services are _____. These rates are subject to change with 30 days notice to clients. There will be a fee for written reports, treatment summaries or copying materials. You may be billed a pro-rated fee for phone calls longer than 10 minutes. I reserve the right to charge \$25 for a text message received between the hours of 7pm – 9am. Any bank charges for returned checks or credit card denials will be passed on to you and I may take legal action to collect a debt.

Communications

I accept text messages for scheduling/administrative purposes only. The confidentiality of communications made via email, voice mail and text messaging cannot be guaranteed. You assume some risk when using electronic communications.

One tool that I use to help kids/teens become more aware of how they look, sound and act, is digital media. A simple video recorder in full view records an activity and then we watch it. Once seen and processed, I delete it and invite them to verify. No other person will ever see the video and its purpose is strictly therapeutic. I may also use YouTube/movie clips or other media when teaching social skills. Your signature gives me permission to use this modality.

As you know, the client-therapist relationship is professional. If you should encounter me outside of the office, I will happily speak to you if you initiate the contact - this allows you to maintain the privacy of our therapeutic relationship. Please do not invite me to social gatherings, solicit business or ask me to participate in fundraising activities. Although this may seem harsh, it is required by my ethical code and is the best way to assure a good therapeutic relationship.

If you are in crisis or have an emergency (i.e. in danger of harm to self or others, abuse), call 911, go to the nearest emergency room, or call the Crisis Hotline at 1-800-273-8255. I am generally not on-call for emergencies after hours.

