



MELANIE CHUNG-SHERMAN, LCSW PLLC

Empathy. Encouragement. Empowerment.

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PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality

Except for certain specific exceptions described below, you have the right to the confidentiality of your therapy.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. If I have *suspicion* or have been informed that you or someone else may be abusing or neglecting a child or adult or if I receive information about someone else who is doing this, I am legally obligated to inform the proper authorities. **Please be aware that any form abuse and/or neglect (including rehoming) does not have to be substantiated, only suspected.** My legal obligation to report may involve local authorities, CPS, the Department of State, FBI, COA, and other entities that may be involved in the safety of the child and any other children who may or may not be at risk. I am not legally obligated to report my suspicions to a caregiver, legal parent, or guardian prior.
2. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call your emergency contact, police, fire, ambulance (911) or the county crisis team. If at that point you were unwilling to take steps to guarantee your safety, I would call an emergency crisis team and/or police for a mental health assessment.



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3. If you tell me of the behavior of another named health or mental health care provider that informs me that this person has either a. engaged in sexual contact with a patient, including yourself or b. is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their corresponding licensing board at the TX Dept. of Health. I would inform you before taking this step.
4. If your file has been subpoenaed by a court of law.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in *couples therapy* with me.

If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner.* I will remind you of this policy before beginning such individual sessions.

II. Record-keeping.

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. **If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record.** Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

III. Working with Minors

To establish a working, trust-based therapeutic alliance with a child (17 years and under), I do not divulge specifics during a counseling session with any adult, including parents and/or legal guardians without the permission of the child first with the exception of safety issues. This includes parents who are divorced and/or legally separated.

Prior to working with me, I must obtain a copy of the divorce decree and in some cases adoption finalization decrees to determine custody as it pertains to mental health treatment.

I do not work solely with the child, but with the entire family. Sessions may only include parents at times or other members of the family as appropriate. Open and honest communication with parents and all members involved will be critical and important throughout the process.



I will speak with parents and/or legal guardians prior to the session with a child, but I will not speak privately afterwards to ensure trust with the child. There may be times that I will suggest that I meet conjointly with others during the session.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You are free to leave therapy at any time.

**I will not “out” any person who may be questioning or in the process of addressing their sexual orientation and/or gender expression/identity. This is a personal journey for each person.

You are free to utilize any pronouns, preferred names, gender markers, and/or identity changes at any time. I will be make to incorporate what feels safe and comfortable for you. Please let me know in what settings and situations that you would like to me utilize your markers.

V. My Training and Approach to Therapy

I have an MSSW (Masters of Science in Social Work) with an emphasis in clinical studies and a concentration in child and family welfare from the University of Texas at Arlington in 2004. I am a licensed clinical social worker (#40481) with the Texas State Board of Social Work Examiners, which required an additional 200 hours of direct, in-person clinical supervision (approximately 2-3 years) focusing on children and family services. I am also a licensed child placing agency administrator (#D03658A) with the Texas Department of Family and Protective Services. I am required by law to ensure that I maintain continuing education requirements per my licensures. I am licensed to diagnose and treat mental health issues in the State of Texas only.

I do not utilize or encourage holding techniques, rebirthing techniques, forced/coercive bonding, conversion, or controversial attachment techniques of any kind.

I am not responsible for eliminating every behavior but will provide insight and support for managing specific behaviors.

I may suggest that you get involved in a therapy or support group as part of your work with me. If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care. You have the right to refuse anything that I suggest.

VII. Risks in Therapy



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Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful. Healing will not come overnight, but over time through work and a commitment to the process.

I will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. I am available for brief between session phone calls (no longer than 10-minutes in length) during normal business hours (9AM to 2PM, Monday through Friday). This is not an emergency, crisis practice; therefore, I am not on-call for clients 24/7. If there are acute, on-going needs beyond my scope of practice, we will discuss and I will provide appropriate referrals. If you are experiencing an emergency when I am out of town, or outside of my regular office hours (after 2 pm weekdays or over the weekend), please call the National Crisis Hotline at 1-800-784-2433 or the Dallas/Fort Worth Crisis Hotline at (214) 828-1000.

If you believe that you cannot keep you and/or a family member safe, please call 911 immediately, or go to the nearest hospital emergency room for assistance.

VIII. Your Responsibilities

You are responsible for coming to your session on time and at the time we have scheduled. If you are bringing a child to therapy, it will be your responsibility to ensure that he/she arrives on time and is picked up on time. You will be charged a \$1 per minute that you are late picking up a child. It is not my responsibility to watch your child after his/her session.

If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than 2 hours' notice, you will be charged a \$50 no-show fee at your next appointment. My voice mail has a time and date stamp which will keep track of the time that you called me to cancel. The only exception to this rule is if you would endanger yourself by attempting to come (for instance, driving on icy roads without proper tires), or if you or someone whose caregiver you are has fallen ill suddenly.

I retain the right to end treatment immediately if you continually cancel or "no show" to appointments, or if I suspect and/or confirm that you are under the influence of any substance. If you arrive at my office under the influence, I reserve the right to contact 911 immediately to ensure that you are not a threat to yourself or anyone else on the road.

You are responsible for paying for your session weekly unless we have made other firm arrangements in advance.



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VIV. Fees/Payment

My fee for a session is as agreed upon prior to beginning therapy. These arrangements must be made and agreed upon prior to entering therapy. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week I will bill you on a prorated basis for that time. If a fee raise is approaching I will remind you of this at least 30-days in advance.

You are responsible for paying me that amount at the time of each appointment.

I am not willing to have clients run a bill with me and cannot accept barter for therapy. I accept cash, credit (VISA, Master Card, Discover, or AMEX) or check and will offer you a receipt of the service. Any overdue bills will be charged 1.5% per month interest. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.

X. Complaints

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can make a formal complaint to:

Texas State Board of Social Work Examiners

Complaints Management and Investigative Section
P.O. Box 141369
Austin, Texas 78714-1369
1-800-942-5540

http://www.dshs.state.tx.us/socialwork/sw_complaint.shtm

You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

XII. Disruption/Dissolution of an Adoptive Placement

If a family decides to disrupt or dissolve an adoption while in therapy with me, I retain the right to refer you to additional services as warranted. These services are not meant to determine or assess the viability of any placement.

Families entering therapy with me must commit to the permanency of the adoptive placement.

Adoption Dissolution—legally terminating an adoptive placement after finalization through a court system (domestic or abroad).

Adoption Disruption—terminating an adoptive placement prior to finalization through a court system (domestic or abroad).

Rehoming (Unregulated Transfer of Custody of an Adopted Child/Youth)—this is moving a child from home-to-home, sometimes across state or international lines without obtaining legal and/or regulated oversight by a licensed child placing organization, representative, or professional prior. **Under HB 384, it is illegal to rehome within Texas and is considered a criminal act reportable to under law.**

I will be happy to refer you to therapists and additional resources that may be able to assist your family, but I cannot guarantee that he/she will accept your case.

XIII. Court-Ordered Therapy Services

If you have been court-ordered to enter into therapy, you must sign a Release of Information for all parties related to the case or as needed so that I can further assist you and remain updated on your case. Documentation such as, but not limited to, therapy notes and assessments may be subpoenaed by a court of law.

At this time, I do not provide reunification services.

XIV. Agency-Ordered Therapy Services

If you have been agency recommended or ordered to enter into therapy regarding your adoption and/or foster care process, you must sign a Release of Information for all parties related to the case or as needed so that I can further assist you and remain updated on your case.

It does not guarantee that I will make a recommendation that may align with yours, the agency's or anyone else, but will focus primarily on the potential child(ren)'s best interest in regards to adoption and/or foster care.

If I am requested to appear in-person to staff a case with the agency, you will be charged my full hourly fee which will be charged prior as a retaining fee.

XV. Custodial Issues Concerning Minor Children

Before I begin seeing a minor (0-17 years), in which his or her parents have legally divorced, separated or are in the process of divorce, the caregiver/parent must provide me a copy of the current court decree that will remain in my files. In some cases, I must receive written consent by both parents *before* beginning therapy of any kind. I will not engage of treatment services of any

kind pertaining to a child/teen if the court-order does not specifically allow me to begin services without written consent from one and/or both parents/caregivers. Should a court decree be altered or updated, the parent(s)/caregiver(s) must provide me an updated copy within fifteen business days of the amendments.

XVII. Privacy, Social Media/ Public Forums, and Working with Minors

Therapy can help enhance connection-based relationship, build trust, and establish healthy boundaries between parent and child. In an age of social media and public sharing, it is important that adult caregivers safeguard the delicate and confidential nature of establishing trust and boundaries between therapist, child, and caregiver(s). Social media and/or public forums can serve a beneficial purpose; however, when caregivers overshare their child's private information they inadvertently violate their child's trust and expose personal information permanently, particularly in the context of therapy. This can also unnecessarily impact a child's future such as employment, higher education opportunities, military service, peer relations, adoption search and reunion, intimate relationships, and more. When children watch their caregiver(s) model healthy online boundaries, it helps establish safety, rapport, and learn online etiquette.

During our time together, I/we agree to refrain from the following:

1. Identifying the child's treatment plan, diagnosis, assessment, and on-going work with the therapist via social media and/or public forums such as blogs, vlogs, conferences, webinars, podcasts, online groups, etc.

XVIII. Termination of Services

We/I have the right to terminate services at any time. You normally will be the one who decides therapy will end, with three exceptions. If we have contracted for specific short-term, we will finish therapy at the end of that contract. If I am not, by my professional judgment, able to help you, because of the kind of problem you have or because my training and skills, I will inform you of this fact and refer you to another therapist who may meet your needs.

If you do violence to, threaten, verbally or physically, or harass myself, or my family, colleagues, acquaintances, I reserve the right to terminate you unilaterally and immediately from treatment. If you slander, troll, or grossly violate the therapeutic relationship both on or offline, I reserve the right to terminate treatment. If I terminate you from therapy and pending the circumstances, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

If you cancel or miss up to three consecutive sessions, I will assume that you have chosen not to continue treatment and will close your file.



If I do not have contact or communication from you for a period of 10-calendar days, I will assume that you no longer intend to remain active in this therapeutic relationship and your case will be closed. You can return to therapy in the future if you decide to continue treatment.

XVIV. Client Consent to Psychotherapy

We/I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, understand it and agree to it. We/I consent to counseling sessions for my child. We/I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. We/I understand that there are risks in therapy and accept these. We/I understand that we/I are ultimately responsible for making the changes necessary in the helping process. We/I agree to undertake therapy with Melanie Chung-Sherman, LCSW, LCPAA, PLLC. We/I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Ms. Chung-Sherman.

Signed: _____ Date: _____

Permission to treat (minor child/adult with POA): _____

DOB of minor: _____

Name of Person(s) Signing (print): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Work: _____

Email: _____