



STEPHANIE D. MILLER, MA  
LMFT, LPC, LCDC

**PROFESSIONAL SERVICES AGREEMENT AND INFORMED CONSENT**

This agreement for psychotherapy services between Stephanie D. Miller, and \_\_\_\_\_

\_\_\_\_\_ shall govern all professional relations between the parties.  
Client's Name(s)

**THE THERAPIST**

The therapist is Stephanie D. Miller, LMFT, LPC, LCDC. Stephanie is licensed by the Texas State Board of Examiners as a Licensed Marriage & Family Therapist, Professional Counselor and Chemical Dependency Counselor. Stephanie holds a BS in Elementary Education and a MA in Counseling.

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

**THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Stephanie D. Miller will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During the course of therapy, Stephanie D. Miller is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include, but are not limited to, cognitive-behavioral, psychodynamic, narrative, system/family, developmental (adult, child, family), interpersonal, psycho-educational or group. Stephanie D. Miller **provides neither custody evaluation recommendation** nor medication or prescription recommendation nor legal advice, as these activities do not fall within his/her scope of practice.

**WORK AGREEMENT**

It is agreed that the client shall make a good-faith effort at change and personal growth, and engage in the psychotherapy process as an important priority at this time in his or her life. Client gain is most important in the psychotherapy relationship.

The client requests that the following needs or problem issues will be addressed in both psychotherapy sessions and in patient homework, with future revisions possible as need arises:

**Please check all that apply**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Marriage Relationship   | <input type="checkbox"/> Parent / Child Relationship | <input type="checkbox"/> Addiction to _____       |
| <input type="checkbox"/> Depression              | <input type="checkbox"/> Personal Direction          | <input type="checkbox"/> Spiritual Growth         |
| <input type="checkbox"/> Anxiety                 | <input type="checkbox"/> Loneliness                  | <input type="checkbox"/> Blended Family           |
| <input type="checkbox"/> Divorce Recovery        | <input type="checkbox"/> Grief and Loss              | <input type="checkbox"/> Family Violence          |
| <input type="checkbox"/> Relationship Counseling | <input type="checkbox"/> Premarital Counseling       | <input type="checkbox"/> Family of Origin         |
| <input type="checkbox"/> Trauma/Abuse Recovery   | <input type="checkbox"/> Disordered Eating Pattern   | <input type="checkbox"/> Child Behavioral Problem |

## **FEES AND INSURANCE**

Individual client is responsible to pay \$25 per ¼ hour of psychotherapy services unless otherwise negotiated. Couples and family client is responsible to pay \$30 per ¼ hour of psychotherapy services unless otherwise negotiated. Full or partial payment shall be made by the patient at the end of each session. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Clients agree to pay for professional services even if such services are covered by insurance. All services are payable by cash, check or credit card.

Insurance is not accepted. When insurance claims are filed, therapists have no control over, or knowledge of, what insurance companies do with the information he or she submits or who has access to the information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Stephanie D. Miller that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Stephanie D. Miller. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Stephanie D. Miller will use her clinical judgment when revealing such information. Stephanie D. Miller will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

**LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Stephanie D. Miller to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Stephanie D. Miller between sessions, please leave a message in her voice mail at (281) 552-8123 and your call will be returned as soon as possible. Stephanie D. Miller checks her messages a few times during the daytime only, unless she is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call 911. Please do not use e-mail or faxes for emergencies. Stephanie D. Miller does not always check her e-mail or faxes daily.

If there is an emergency during therapy, or in the future after termination, where Stephanie D. Miller becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to

prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the biographical sheet.

**E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:** It is very important to be aware that computers and e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. E-mails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all e-mails that go through them. It is important that you be aware that e-mails, faxes, and important texts are part of the medical records. Additionally, Stephanie D. Miller's e-mails are not encrypted. Stephanie D. Miller's computers are equipped with a firewall, a virus protection, and a password and she also backs up all confidential information from her computers on a regular basis. Please notify Stephanie D. Miller if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell phone, or faxes. If you communicate confidential or private information via e-mail, Stephanie D. Miller will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via e-mail. Please do not use e-mail or faxes for emergencies.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Stephanie D. Miller's profession require that she keep treatment records for minimum of 5 years for an adult client and 5 years beyond the age of 18 for a minor. Unless otherwise agreed to be necessary, Stephanie D. Miller retains clinical records only as long as is mandated by Texas law. If you have concerns regarding the treatment records, please discuss them with Stephanie D. Miller. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Stephanie D. Miller assesses that releasing such information might be harmful in any way. In such a case, Stephanie D. Miller will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Stephanie D. Miller will release information to any agency/person you specify unless Stephanie D. Miller assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Stephanie D. Miller will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, Stephanie D. Miller will discuss with you his/her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Stephanie D. Miller's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

**TERMINATION:** As set forth above, after the first couple of meetings, Stephanie D. Miller will assess if she can be of benefit to you. Stephanie D. Miller does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals whom you can contact. If at any point during psychotherapy, Stephanie D. Miller assesses that she is not effective in helping you reach the therapeutic goals or that you are non-compliant, she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Stephanie D. Miller will talk to the psychotherapist of your choice in order to help with the transition. If, at any time, you want another professional's opinion or wish to consult with another therapist, Stephanie D. Miller will assist you with

referrals, and, if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, Stephanie D. Miller will offer to provide you with names of other qualified professionals.

**DUAL RELATIONSHIPS:** Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Stephanie D. Miller's objectivity, clinical judgment or can be exploitative in nature. Stephanie D. Miller will never acknowledge working with anyone without his/her written permission. Many clients have chosen Stephanie D. Miller as their therapist because they knew her before they entered therapy with her, and/or are personally aware of her professional work and achievements. Nevertheless, Stephanie D. Miller will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. It is your responsibility to advise Stephanie D. Miller if the dual or multiple relationship becomes uncomfortable for you in any way. Stephanie D. Miller will always listen carefully and respond to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

**SOCIAL NETWORKING AND INTERNET SEARCHES:** At times, I may conduct a web search on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with me. I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 days) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

**COMPLAINTS AND GRIEVANCES:**

If you have any questions or concerns, contact Stephanie D. Miller directly at 281-552-8123 or send a written complaint to 12401 S. Post Oak Rd. Our goal is to serve the client with competency and integrity. Every effort will be made to address all questions or concerns. We ask that we be given every opportunity to do so. Individuals may file complaints to the Texas State Board of Examiners of Marriage and Family Therapists by writing: *Complaints Management and Investigative Section, P.O. Box 141369, Austin, Texas 78714-1369* or call 1-800-942-5540 to request the appropriate form or obtain more information.

**FULL RELEASE OF LIABILITY:**

I, \_\_\_\_\_ the Client: Acknowledge that I am 18 years of age or older. For minors: Parents/Legal Guardians are required to sign below.

Hereby agree to ASSUME ALL RISK of personal injury, sickness, death, damage and expense arising from or related to Client’s participation in the Activity.

Hereby release and discharge Stephanie D. Miller and agree to protect, defend and hold Stephanie D. Miller harmless from and against any and all claims, demands, causes of action of every kind and character, losses, costs, expenses (including attorney fees) and damages of every kind and character for injury, sickness or death and any damage or alleged damage to any property sustained or alleged to have been sustained arising out of, or related to or incident to, my participation in the Activity, regardless of whether such claims, demands, causes of action of every kind and character, losses, costs, expenses (including attorney fees) and damages are caused by the sole, joint or concurrent negligence of Stephanie D. Miller.

Hereby agree to indemnify, defend and hold Stephanie D. Miller harmless for any liability, loss, cost or expense sustained Stephanie D. Miller as the result of the acts or omissions of the Client. Therefore, before Client participates in the Activity, I, the Client or the Client’s parent/legal guardian, agree to become completely informed of the nature of and unique risks associated with the Activity and to inform Stephanie D. Miller of any medical condition, restriction or other condition Client has which could, or could have the potential to, cause Client or others harm by Client’s participation in the Activity.

**Choice of Law:** This INFORMED CONSENT & FULL RELEASE OF LIABILITY will be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to its conflict of laws principles.

I/We hereby give my permission for Stephanie D. Miller to secure needed medical treatment in the event that I cannot provide such permission. Stephanie D. Miller does not have any obligation to provide medical assistance.

I/We, the undersigned Psychotherapist and Client, have read, discussed together and fully understand the above Professional Services Agreement and Informed Consent (a total of 5 pages) in which HIPAA Privacy Practices are embedded. We agree to honor these policies, including commitment to negotiate and mediate as stated above, and will respect one another’s views and differences in their execution. We have also agreed to an initial definition of psychotherapy work and appointment policies.

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Check if signing for a minor. Relationship to Client: \_\_\_\_\_

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Psychotherapist's Name** Stephanie D. Miller, MA, LMFT, LPC, LCDC

Signature \_\_\_\_\_ Date \_\_\_\_\_