

Professional Disclosure & Informed Consent

Armand G. Howard, LPC | Individual, Couple, Family, and Group Psychotherapy

Purpose of this document

This document explains the nature of psychotherapy, your rights and responsibilities, foreseeable benefits and risks, confidentiality and its limits, records, insurance, technology, and the practical conditions of treatment. Informed consent is an ongoing conversation. You are encouraged to ask questions, request clarification, and revisit any part of this consent at any time.

This consent works together with financial policy, privacy notice, telehealth policy (when applicable), and any group-specific consent or agreements. If documents conflict, the more specific or more recently signed policy applies to the extent permitted by law.

Professional disclosure

Provider. Armand G. Howard, Licensed Professional Counselor (LPC), Texas license number 69272. Professional services are provided within the scope of LPC licensure and applicable law and ethical standards.

Practice orientation. Therapy is collaborative, experiential, and responsive to the person and the situation. Our work may include exploring thoughts, feelings, bodily experience, relationships, behavior, meaning, identity, patterns of protection, and choices. I may use phenomenological inquiry and interventions informed by cognitive-behavioral, dialectical-behavioral, relational, mindfulness, and other evidence-informed approaches when clinically appropriate.

Your participation. You are invited to make the process a priority, attend consistently and punctually, bring what matters, and engage in an honest inward search. You may ask about any method, decline or pause an intervention, request a different pace, and offer feedback about how our work is affecting you.

Nature, benefits, risks, and alternatives

Psychotherapy may support greater awareness, relief from symptoms, improved relationships, more flexible coping, clearer choices, and movement toward personally meaningful goals. Benefits and specific outcomes cannot be promised.

Therapy can also involve discomfort. You may experience strong emotion, fatigue, grief, shame, conflict, temporary worsening of symptoms, or changes in relationships, work, beliefs, identity, or life direction. Discussing trauma or painful experiences may be destabilizing if pacing and support are insufficient. We will monitor impact and adjust the work when possible.

Alternatives may include no treatment, another therapist or therapeutic approach, peer or community support, medical or psychiatric evaluation, medication, a skills or support group, a higher level of care, or emergency/crisis services. You may seek a second opinion or referral at any time.

Your rights and responsibilities

- You control whether to begin, continue, pause, or end therapy, subject to any lawful mandate. A planned termination session is strongly encouraged when reasonably possible.
- You may receive understandable information about your diagnosis, treatment goals, methods, progress, fees, records, and available alternatives.
- You may refuse a technique or recommendation, request modification, ask questions, and raise concerns without retaliation.
- You agree to provide information that is reasonably accurate and relevant, notify me of major changes affecting safety or treatment, and participate in agreed safety or care planning.
- Psychotherapy is not a substitute for emergency, medical, or psychiatric care.

Sessions, communication, and emergencies

Sessions. Individual sessions are generally approximately 50 minutes unless otherwise arranged. Frequency and format are determined collaboratively and may change according to clinical need, availability, benefits, and fit.

Between-session communication. Email, text, voicemail, and portal messages are generally for scheduling and brief administrative communication. They may not be reviewed immediately and should not be used for urgent clinical needs. Electronic communication has privacy risks despite reasonable safeguards.

Emergencies. I do not provide continuous monitoring or 24-hour crisis response. If you may be unable to keep yourself or someone else safe, call 911, go to the nearest emergency department, or call or text 988. Do not wait for a return message from me.

Telehealth

When sessions occur by secure video or telephone, telehealth carries benefits such as access and convenience and risks such as technology failure, privacy limitations, miscommunication, and reduced ability to respond to an emergency at a distance. At the beginning of a telehealth session, you may be asked to confirm your physical location, a call-back number, and an emergency contact. You agree to participate from a private, safe setting when possible and not to record the session. Services may be limited to locations where I am legally authorized to practice.

Attendance, reciprocal cancellation / rescheduling policy

Your scheduled time is reserved for you. The current Therapy Service Agreement/Contract contains the complete attendance and payment policy. The following summary reflects the present policy:

- Please cancel or request rescheduling at least 48 hours before the appointment.
- If you cancel or reschedule with less than 48 hours' notice, a \$75 late-cancellation/rescheduling fee applies. Insurance does not pay this fee.
- If I cancel or reschedule your appointment with less than 48 hours' notice, you receive a therapist cancellation credit as described in the contract and you can use that credit if/when you have to cancel/reschedule within the 48 hour timeframe. You can email ahlpccservices@gmail.com if/when you must cancel due to emergencies. This is an email to a third party administrator who will consider the circumstances. Only the administrator can waive such fees.
- Repeated absences, late cancellations, or lateness may lead us to reconsider session frequency, scheduling, referral, or whether ongoing treatment remains workable.

Fees, payment, and legal involvement

Fees, payment timing, insurance billing, outstanding balances, reduced-fee arrangements, and related financial terms are stated in the Therapy Service Agreement/Contract. Reduced fees may be reviewed over time and may increase or decrease by written agreement. Anything less than \$200 per session is a reduced fee.

Psychotherapy is not provided for forensic purposes. If you request or require records review, preparation, consultation, deposition, testimony, court attendance, or other legal involvement, the current contract rate applies. The presently stated rate is \$500 per hour, including preparation and travel as specified in the contract, regardless of who issues a subpoena or request, to the extent permitted by law. Payment does not determine or alter truthful professional testimony.

Insurance, diagnosis, and disclosure to payers

If you choose to use insurance, payment depends on the plan's rules and medical-necessity requirements. A covered mental-health diagnosis and treatment plan may be required. I will use my independent clinical judgment when diagnosing and documenting; I cannot assign or continue a diagnosis solely to obtain benefits.

To bill or obtain authorization, I will have to disclose information to your insurer or its contractors, including diagnosis, dates and type of service, treatment goals, symptoms, functional impairment, progress, and other information the plan requests. The insurer may review or audit the clinical record. Once information is disclosed to a payer, its handling is

governed by applicable law and the payer's privacy practices. Coverage or payment is not guaranteed, and you are responsible for understanding your plan and for amounts the plan does not pay as provided in the contract.

When you no longer meet applicable diagnostic or medical-necessity criteria, insurance benefits may no longer be available. You may discuss self-pay, reduced-frequency care, termination, referral, or other options.

Clinical documentation and limited use of technology

All clinically relevant communications and services may become part of the clinical record. Records may include assessments, diagnoses, treatment plans, progress notes, billing information, communications, releases, and other documents necessary for care and practice operations.

To support concise documentation, I may use a privacy-conscious digital or artificial-intelligence-assisted tool to help draft a brief insurance-oriented progress note from information available to me. I remain responsible for reviewing, correcting, and approving the final note. The tool is not your therapist, does not make clinical decisions, and is not used as a substitute for professional judgment. I will use only systems and safeguards I determine are appropriate for protected health information and applicable privacy obligations.

Unless separately discussed and agreed, sessions are not audio- or video-recorded and a live recording is not retained for this purpose. You may ask questions about the process, discuss reasonable alternatives, or withdraw permission for optional AI-assisted drafting prospectively; doing so will not end your right to care, though I may use other lawful documentation methods required for treatment, billing, and operations.

Confidentiality and its limits

I will protect your information as required by applicable law and professional rules. Confidentiality is not absolute. Information may be disclosed with your written authorization or without authorization when permitted or required by law. Examples may include:

- suspected abuse, neglect, or exploitation of a child, older adult, or person with a disability;
- a serious safety concern involving you or another person, when disclosure or protective action is legally permitted or required;
- a valid court order, subpoena, legal process, licensing investigation, or other legal requirement;
- reports involving sexual exploitation or prohibited conduct by a health or mental-health professional when reporting is legally required or permitted;
- health-care operations such as billing, consultation, supervision, quality improvement, legal consultation, collections, or business associates operating under applicable privacy safeguards; and
- other circumstances specifically authorized or required by law.

When reasonably possible, I will discuss a required or permitted disclosure with you and limit the disclosure to information relevant to its purpose. Laws and circumstances vary; this list is a summary rather than an exhaustive statement of every exception.

Couple, family, and group services

Couple or family therapy. The client may be the relationship or family system rather than only one participant. Before this work begins, we will discuss who the client is, access to records, communication outside sessions, and the practice policy regarding secrets. I encourage clinically relevant openness and may pause or end conjoint work if undisclosed information makes the treatment unsafe, misleading, or unworkable. I will not disclose one participant's information to another outside the agreed policy unless authorized or legally permitted or required.

Group therapy. Members agree not to disclose another member's identity, attendance, story, or participation and not to record, photograph, screenshot, transcribe, stream, or use an AI assistant during group. I will protect records under professional confidentiality rules, but I cannot guarantee that another member will keep the agreement. Group participants will receive and sign a separate group informed consent and norms agreement.

Professional boundaries and public encounters

Our relationship is professional rather than social, even though therapy may include warmth, care, and meaningful intimacy. I avoid relationships, exchanges, and online interactions that could impair judgment, exploit trust, or create harmful role confusion. Gifts, references, and contact outside therapy are considered individually within professional and ethical boundaries. If we meet in public, I will ordinarily not initiate acknowledgment in order to protect your privacy; you may choose whether to greet me, and I will keep any response brief and non-identifying.

Suitability, coordination, postponement, and termination

A session may be postponed or ended if you appear intoxicated, medically unstable, unable to participate safely, or if continuing would create an immediate clinical or safety concern. I may recommend medical or psychiatric evaluation, medication consultation, coordination with another provider, additional supports, or a different level of care. You retain the right to make informed choices about medication; declining a recommendation does not by itself justify abandonment or automatic termination.

Therapy may be reduced, paused, or ended when goals are met; services are no longer beneficial, appropriate, safe, or within my competence; attendance makes treatment unworkable; fees remain unresolved under the contract; a boundary or safety problem cannot be repaired; or another provider or level of care is indicated. Except in urgent or legally constrained circumstances, I will discuss the reason, support a transition, and offer appropriate referral or continuity options.

Records, access, and retention

Clinical records are maintained, secured, accessed, released, and destroyed according to applicable law, professional rules, payer obligations, and practice policy. Records are retained for at least the legally required period, which may differ for adults and minors and may be extended for clinical, contractual, or legal reasons. You may ask about access, amendment, release, copying fees, restrictions, and the records-custodian or continuity plan. Access may be limited when allowed by law, and psychotherapy notes, if separately maintained, may receive different protection.

Questions, concerns, and complaints

Please raise concerns with me so we can understand and address them. You may also contact the Texas Behavioral Health Executive Council (BHEC), 1801 Congress Avenue, Suite 7.300, Austin, Texas 78701; 512-305-7700; bhec.texas.gov. Current complaint instructions should be confirmed on the BHEC website. Raising a concern or filing a complaint will not result in retaliation.

I, _____, choose to enter a talk therapy process with Armand Howard, LPC. I agree to attend sessions punctually and consistently and to prioritize the work of the process both during and between sessions. I further agree to the following:

Please initial next to each item below to indicate that you have read, understand, and agree.

_____ I understand that using insurance benefits requires a diagnosis and treatment plan intended to reduce associated symptoms. Symptoms and progress may be measured periodically using the GAD-7 provided below.

_____ I understand that when I no longer meet applicable diagnostic or medical-necessity criteria, my insurance benefits may no longer cover services. I am encouraged to inquire about other available options.

_____ **Reciprocal 48-Hour Cancellation, Rescheduling, and Missed-Appointment Policy:** If the clinician cancels, reschedules, or misses my appointment without providing at least 48 hours' notice, one cancellation credit will be added to my account. The credit may be used if I later need to cancel, reschedule, or miss an appointment without providing 48 hours' notice. Credits have no cash value, are nontransferable, and may only be used to waive a fee under this policy.

_____ If I cancel, reschedule, or miss an appointment without providing at least 48 hours' notice, I am responsible for a \$75 fee unless I have an available cancellation credit. One available credit may be used to waive one \$75 late-cancellation, late-rescheduling, or missed-appointment fee.

_____ If I incur a \$75 fee and do not have an available credit, the fee will be charged automatically. The fee is nonrefundable except in cases of emergency or other exceptional circumstances. Any refund or administrative exception must be authorized by the practice administrator rather than the clinician (Armand Howard LPC).

_____ I authorize nonclinical communication from a third-party practice administrator through ahlpccservices@gmail.com. I may send questions concerning cancellation, rescheduling, missed-appointment fees, or cancellation credits to the practice administrator at this email address.

_____ I am responsible for scheduling, rescheduling, and canceling appointments and for setting appointment reminders through <https://www.therapyportal.com/p/armandhoward/>.

_____ Sessions are 50 minutes or less and end at the scheduled time even if they begin late for any reason.

_____ **AI-Assisted Brief Insurance Documentation:** I understand that the clinician may use an approved artificial-intelligence-assisted service to help prepare or organize the brief clinical note required for insurance, billing, and treatment-documentation purposes. The AI service is used only to assist with preparation of this brief note. The clinician remains responsible for reviewing, correcting, and approving the final note.

The insurance note is intentionally brief and does not attempt to reproduce the details or full content of the therapy session. It may include information such as my diagnosis, symptoms, functional impairment, treatment goals, interventions used, response to treatment, progress, and plan for continued care. When clinically necessary, it may also include information concerning safety or risk.

I understand that authorized personnel associated with my insurance company or its contractors may access or review these notes for claims processing, payment, utilization review, audits, medical-necessity determinations, or other lawful insurance operations. Although the clinician limits the note to information considered necessary for clinical and insurance purposes, the note remains part of my clinical record and is subject to applicable privacy laws and permitted disclosures.

_____ Emergencies, crises, and diagnostic conditions other than mild-to-moderate depression, anxiety, and/or grief are beyond the scope of this service and are likely to require referral to a higher level of care or another appropriate provider.

_____ I understand that emotional discomfort is often part of the therapy process, particularly during its beginning or when difficult experiences are being explored.

_____ **Check-in process for in-person appointments:** I will park, send a text message, and wait in my vehicle until I receive an “all clear.” I may then walk over, ring or knock/ring once, and immediately enter.

_____ Virtual encounters require all parties to be in a safe, private, and reasonably quiet space that is conducive to the work of therapy.

_____ For the sake of confidentiality, an unscheduled public encounter may be acknowledged or initiated by the client only.

_____ Closure of the therapy process, or transition to maintenance or as-needed sessions, should include no fewer than one planned closure or transition session.

_____ Medication noncompliance that materially interferes with treatment, intoxication during sessions, and a consistent pattern of missed sessions may be grounds for termination of the therapy process or referral to another level of care.

_____ The fee for participation in legal proceedings or other legal involvement is \$500 per hour, regardless of the outcome.

_____ I acknowledge that I have received or been provided access to the practice’s HIPAA Notice of Privacy Practices and informed-consent materials for my review. These materials are also available on the practice website.

By signing below, I acknowledge that I have read and understand every section of the professional disclosure statement and contract. I have had an opportunity to ask questions, and my questions have been answered to my satisfaction. I acknowledge that I have received or been offered a copy of this agreement. I verify the accuracy of the information I have provided and acknowledge my commitment to comply with the provisions of this agreement.

Client name: _____

Client signature: _____ Date: _____

Clinician signature: _____ Date: _____