

CROSSROADS AFFORDABLE COUNSELING OF NORTH TEXAS

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Psychotherapy Services Information and Informed Consent Agreement with Crossroads Affordable Counseling of North Texas

Biography: Welcome to the pastoral counseling and psychotherapeutic services of CROSSROADS Affordable Counseling of North Texas (CRACNT). We have served the North Texas area since 2007 and we are glad that you have chosen to work with us. My name is Glenn T. Howard, M.Div., LMFT and I look forward to working with you.

Nature of Psychotherapy: Psychotherapy provides the opportunity for growth and self-discovery in the context of a safe, supportive, and therapeutic relationship. Our approach to therapy utilizes more than one modality; psychodynamic, cognitive behavior therapy, and relational are primary. We also include elements of a systems approach such that we acknowledge and explore the effect of family, social, and cultural systems on personality development and choice making. Modalities used in practice include Family Systems, Cognitive Behavioral Therapy (CBT), Psychodynamic/Insight-Oriented Psychotherapy, EMDR Therapy, Somatic Psychotherapy integrated with EMDR Therapy, Client Centered Therapy, Marital Therapy, and Pastoral Counseling. We view our work together as collaborative. Our personal mission is to foster hope, facilitate healing and wholeness for those who strongly desire it.

Therapeutic Relationship: During the time we work together, we usually will meet weekly for approximately 50-minute sessions. Although our sessions may be very intimate psychologically, ours is a professional relationship rather than a social one. I am unable to accept invitations to attend any social events, to write references for you, or relate to you in any way other than the professional context of your therapeutic relationship.

Effects of Psychotherapy: You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in the process, which may, at times, result in considerable discomfort. Although we expect you to benefit from psychotherapy, CRACNT cannot guarantee any specific results. Psychotherapy is a personal exploration and may lead to major changes in your life perspectives and decisions. These changes may affect significant relationships, your job, and/or your understanding of yourself. You may feel distressed, usually only temporarily, by some of the things you learn about yourself or some of the changes you make. Although the exact nature of changes resulting from therapy cannot be predicted, I will work with you to achieve the best possible results for you.

Client Rights: Some clients achieve their goals in only a few sessions; others may require months or even years of psychotherapy. As a client, you are in complete control and may end our therapeutic relationship at any time, though I do ask that you participate in a termination session to bring your therapy to a close. If you are ever dissatisfied with my services, please let me know. If I cannot resolve your concerns, I will provide you with resources and referrals.

Cancellation and Crises: In the event that you will not be able to keep an appointment, please notify me by leaving a message on my voice mail (940) 231-4480 at least **24 hours** in advance. If you are not able to attend your scheduled session and you do not call to cancel or if you do not show up, you will be charged the **full session fee**. This is necessary because your appointment time is held exclusively for you. Most insurance companies and third-party payors will not pay for missed sessions fees and they must be paid by the client or parent. If you experience a mental health emergency, obtain crisis services by calling 9-1-1 or going to a nearby hospital emergency room.

Fees: My fee ranges from **\$85.00 to \$150.00** for a 50 minute session. Longer sessions are available upon request and are depending on my availability. The fee for each session will be due at the time you receive the counseling session. Phone sessions are available and will be charged in 15 minute increments. I also offer teletherapy sessions, when appropriate. Acceptable forms of payment are: credit card, cash or checks made payable to Glenn T. Howard, LMFT or CRACNT.

Accepted Insurance Plans included but not limited to, such as:

Aetna	BCBS (various)	Cigna-Evernorth	Humana
Multiplan	PHCS	TRICARE	TWIWEST-CCN
UMR	UnitedHealthCare	UHC/UBH	Various EAPs

I am not a Medicaid nor a Medicare provider.

Litigation Policy and Fees for Court-Related Services: I do not want to be involved in your litigation. I do not want to deal with subpoenas or lawyers or having to disclose your confidential information in court. Our therapeutic relationship is contaminated by my involvement in any aspect of the legal process. Thus, going to court has no place in our relationship. I do not want us to deal with the negative and potentially damaging feelings that can result from court or deposition testimony. Therefore, if you become involved in any legal proceeding during your therapy with me, including but not limited to divorce, custody dispute or personal injury lawsuit, you agree that neither you nor your attorneys, nor anyone acting on your behalf will subpoena records from my office or subpoena me to testify in court, in a deposition, or in any legal proceeding. By your signature below, you acknowledge your understanding of this litigation policy and you agree to abide by it.

I will comply with lawfully issued subpoenas. **My hourly charge for all time related to court cases or litigation is \$300 or twice my hourly rate, and that fee applies whether I testify in person or remotely via Zoom, Teams, or other videoconference platform.**

If I am subpoenaed to provide records or testimony, you also agree to pay for all my professional time, including but not limited to preparation, record review, transportation charges (door-to-door), waiting time, and time spent testifying in court or deposition **regardless of which party issued the subpoena or requires me to testify**. By your signature below, you acknowledge receipt of my litigation fee, your acceptance of my fee for court-related services and your agreement to pay my fee if I am subpoenaed to provide records or testimony.

If I am required to testify in court or give a deposition in a case pending in Denton County, I will require a retainer in the amount of \$1,200 (4 hours at \$300 per hour), which will include preparation time, travel time (door-to-door), and attendance at any legal proceeding. If I am required to testify in court or give a deposition in a case pending outside Denton County, I will require a retainer in the amount of \$1,800 (6 hours at \$300 per hour), which will include preparation time, travel time (door-to-door), and attendance at any legal proceeding. By your signature below, you agree to pay the applicable retainer no later than 48 hours prior to the litigation event, regardless of which party issued the subpoena or requires me to testify.

If the testimony or deposition exceeds 4 hours in Denton County or 6 hours outside Denton County, your credit card on file will be charged \$300 per hour for every hour spent at any legal proceeding, including court or deposition. By your signature below, you agree that I will issue an itemized statement showing the breakdown of time and you further agree to that the amount of the invoice can be charged to the credit card on file.

When I go to court or give a deposition, I have to clear my schedule and not see other clients so there is a 48-hour cancellation policy for court and depositions. For example, if the court appearance or deposition is scheduled for a Monday, my office must be notified of any cancellation by Noon on the Thursday before. Any cancellations that occur within that 48-hour time frame are **NON-REFUNDABLE**.

I will accept credit card, money order or cashier's check for payment of fees related to court appearances or deposition. **NO PERSONAL CHECKS WILL BE ACCEPTED FOR THESE SERVICES**. All payments are due **48 hours before** the scheduled court appearance or deposition. By your signature below, you expressly authorize me to charge the credit card on file for any fees related to litigation and court appearances unless you notify me that you intend to make payment by cash, money order or cashier's check.

I will NOT perform social studies or custody evaluations. I will NOT provide recommendations regarding possession, custody, access to or visitation with minor children. I will NOT provide legal advice. I will NOT provide medication or medical advice. I will not complete Social Security forms or other disability related forms. These services are not within the scope of my practice.

Use of Electronic Communications: I currently offer a range of Telehealth psychotherapy services via phone and secure videoconferencing within the State of Texas. Texts and emails are for matters pertaining to scheduling, rescheduling or canceling of appointments. If you need to discuss a clinical matter between sessions, please call me.

I do not allow recording of sessions unless we have agreed to do so in advance and you have signed a specific written authorization for the recording to occur. For this reason, I request that you turn off your phone when you enter my office. If you refuse to do so, I will cancel the session. We can then discuss whether to reschedule the session or terminate our therapeutic relationship. By your signature below, you acknowledge that you understand my policy on the recording of sessions and you agree to abide by it.

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not engage in communication or relationships via social media with clients. This is for the protection of your privacy as well as the therapy relationship. I do not accept "friend" requests from current or former clients on any social networking site due to the fact that these sites can compromise clients' confidentiality and privacy.

I would never post information about a client on a public website. I ask that you respect your privacy and refrain from posting any "reviews" or other information regarding my practice or me on any website such as HealthGrades, Angie's List, or other forums for posting public reviews of health care providers. By your signature below, you agree that you will not post any "review" or any other information on any website without my prior written permission. Whether you have been in therapy is confidential, private business and I would rather you not risk waiving the confidentiality protections that are in place by disclosing that you have been in therapy with me on a public website.

Interactions outside the office: If we happen to encounter each other outside the professional setting, I will not say hello unless you speak to me first. This is for the protection of your privacy from those of us may be with. I am happy to return a friendly greeting but will allow you to take the initiative if you would prefer to do so.

Confidentiality and Limits to Confidentiality: In general, the privacy of all communications between you and me, and even the fact that you are a client, is confidential and protected by state and federal law. Generally, I can only release records or information about our work together to others outside our therapeutic relationship with your written authorization. There are some important exceptions to confidentiality, which include the following:

1. If you are involved in a court proceeding and a request is made for the information concerning your diagnosis and treatment, that information is protected by the therapist-client privilege. I cannot release records or provide any information without your written authorization. However, if your records are subpoenaed or if a judge issues a court order for your records, I am legally obligated to comply. In the case of a subpoena, I will contact you so that you (or your attorney) can take steps to contest the subpoena. If you do nothing to challenge the subpoena after being notified by me, I will comply with the subpoena.
2. If I believe that you are a danger to yourself or to other persons, I may contact medical or law enforcement personnel.
3. If you disclose information that leads me to suspect that a minor child, an elderly person or a disabled person is being abused or neglected, I am required by law to notify authorities within 48 hours and I will comply with this requirement.
4. If you file a lawsuit or a complaint against me for any reason, I am allowed to use confidential information to defend myself.
5. If a court order or other legal proceeding (such as a grand jury) requires the disclosure of your information or records, I will obey the court order or the grand jury subpoena.
6. If you waive your privilege or give written authorization to disclose information, I will comply with your authorization.
7. Information contained in communications via computers with limited security/control, such as e-mail and telephone conversations via cell phone is not secure and can compromise your privacy.
8. If I learn of previous sexual exploitation by a mental health provider, I am required to report it to the District Attorney in the county of the alleged exploitation and the appropriate licensing board of the provider.
9. The matters discussed during a family therapy session or couple's therapy session are not confidential as to the persons present since those persons hear the statements made and participate in the discussion. However, all matters discussed during the family or couple's sessions are confidential and privileged as to third parties who were not present in the session.
10. I require a "no secrets" approach to counseling multiple individuals. Members of a family or a couple should not disclose information to me in a private session that they do not want me to share with the other family members or partner. I am not the gatekeeper of your private information – you are. I will not be responsible for keeping track of what information can or cannot be shared with other participants in the family's or couple's therapy. If you must discuss personal information that cannot be shared, you should seek individual counseling with your own therapist.

Most insurance companies require a clinical diagnosis to pay for/reimburse for mental health treatment. Some insurance companies may require actual records or additional clinical information to support payment. Information collected by an insurance company will be part of the company's files, and may be forwarded to one or more databases or clearinghouses. Though all insurance companies claim to keep such information confidential, CRACNT has no control over what the insurance companies do with the information once it is in their possession. Medical data may be legally accessed by law enforcement and other agencies and companies, which may place you in a vulnerable position.

By your signature below, you acknowledge that you have been advised of these limits to confidentiality and potential risks. If you elect to use your insurance coverage to pay for treatment, CRACNT will assume that you have evaluated the stated risks and have chosen to proceed.

Records: All of our communications become part of the clinical record, which is maintained in the form of paper files once the clinical services are complete. Texas law requires that I maintain appropriate treatment records for at least seven years from the last date of service for adult clients and for at least five years after a minor client reaches the age of eighteen, whichever is longer. I will not release any information about you to anyone without your written consent unless required to do so by law.

As a client, you have the right to obtain a copy of your records upon submission of a written request. Texas law requires that all requests to review or obtain copies of your records must be made in writing. If you request a copy of your records in writing, I will provide them to you upon payment of the records fee unless I believe that releasing the records would endanger your life or physical safety, or the life/physical safety of another person. If I believe that I must withhold the records due to a situation involving life or physical safety endangerment, I will write you a letter to explain my reasons for withholding the records.

For family or couple's therapy, the family's or couple's relationship is as much of a "client" as the individual parties. For that reason, I will treat the request for records by one adult member of the family or couple as a request by both members of the couple or all adult members of the family. If one member of the couple, or one adult member of the family submits a written request for records and pays the records fee, I will automatically release a complete copy of my file to both members of the couple or to all adult members of the family. By your signature below, you specifically authorize me to release a copy of the entire file to both members of the couple or to all adult members of the family if I receive a request for records from one member of the couple or family and that person pays the records fee.

If you refuse to authorize this release by signing below, or if you subsequently revoke this authorization in writing, I will not release my records of couples or family counseling unless all adults sign an Authorization allowing for the release of records, or present me with a Court Order requiring that the records be released. In either event, I will provide a complete copy of my records to both members of the couple, or to all adult members of the family upon receipt of the Authorization or Court Order, and payment of the records fee.

I have determined that a reasonable, cost-based fee for providing a copy of your records will be **\$1.00 per page**. The actual cost of shipping or mailing will be extra. Under Texas law, I am not required to provide copies of requested records until the records fee is paid.

Plan for Practice in case of Death or Incapacity: In the event of my death or incapacity, I have made arrangements for another psychotherapist to take over my practice, assume control of my records, meet with clients, make referrals to other providers, as appropriate, and take all reasonable steps to manage the practice for the benefits of my clients. By your signature below, you authorize my designee to contact you directly and use or disclose your confidential mental health information and records for the stated purpose.

Complaints. You have a right to have your complaints heard and resolved in a timely manner. If we cannot work things out to your satisfaction, you may inform your insurance carrier and file a complaint with them or with my licensing board, the Texas Behavioral Health Executive Council, 1801 Congress Avenue, Suite 7.300, Austin, TX 78701, Telephone: 1-800-821-3205, or online: <http://www.bhec.texas.gov/wp-content/uploads/2020/07/BHEC-Complaint-Form.pdf>. If you have a complaint concerning the HIPAA Privacy Regulations, you may contact the U. S. Department of Health and Human Services, Office for Civil Rights, at: OCRMail@hhs.gov.

Terminating Therapy: Ending therapeutic relationships can be difficult. As a result, it is important to clearly communicate how therapy may be concluded in order to achieve sufficient closure. The appropriate time to conclude services depends on the length, nature and intensity of the treatment. Concluding services is done collaboratively and there is generally adequate time to discuss and explore what best suits your needs and expectations. In some circumstances, I may determine that ending services is appropriate if treatment is not being effectively used or if you are in default on payment. I understand that any termination may be difficult but my decision on this matter will be final. If therapy is concluded for any reason or if you request another therapist, I will provide you with a list of qualified referrals. You may also choose another therapist on your own or from another referral source. If you do not schedule an appointment for two consecutive weeks, I will assume that you have chosen to discontinue our professional relationship unless other arrangements have been made in advance. Upon termination of therapy for any reason, the termination will be confirmed in writing.

Informed Consent to Psychotherapy: By signing below, I acknowledge and agree that:

- I have received, have read (or have had read to me), and understand this Psychotherapy Services Information and Informed Consent Form.
- I understand the nature of the proposed therapeutic services, the fees for such services, and I give my informed consent for psychotherapy with Glenn T. Howard, M.Div., LMFT.
- I understand that no promises or guarantees have been made to me as to the results of psychotherapy.
- I understand and agree to pay the session fee in full at each session unless prior clear written agreement has been made.
- I know that I must call to cancel an appointment at least 24 hours before the time of the appointment. If I do not cancel with 24 hours' notice or do not show up, I will be charged the full fee for that appointment and I agree to pay that fee. I understand that insurance companies and third-party payors will not pay for missed session fees.
- I understand that if I experience a mental health or a medical emergency, I will call 9-1-1 or go to the nearest emergency room for treatment.
- I have read and understand the CRACNT Litigation Policy and agree to pay the stated fees if I choose to involve him in my litigation or court case.

I have read this Agreement carefully. I understand the terms of this Agreement and I agree to comply with them. I understand that this Agreement is a contract between me and Glenn T. Howard, M.Div., LMFT and Crossroads Affordable Counseling of North Texas, and may be legally enforced as a written contract. I agree that this Agreement will stay in effect until I revoke it in writing and I understand that any written revocation must be dated after the date of this Agreement and must be provided to Mr. Howard. I agree that a copy of this Agreement has the same force and effect as the original.

Signature of Client

Date Signed

Printed Name of Client

Signature of Client

Date Signed

Printed Name of Client

Nature of the Clients' Relationship (family members, spouses, romantic partners, etc.).