

## **Addendum to Informed Consent**

### **Video-Counseling with Altus Counseling Services PLLC (“Altus”)**

**Rob Benson, M.S., LPC-S**

The purpose of this **Addendum to Informed Consent** (“Addendum”) is to inform you of benefits and risks associated with video-distance counseling. This Addendum provides information about necessary steps you will need to take related to your choice to engage in video-distance counseling services with Altus. And, how the evolving nature of counseling with regard to video-distance counseling may be used to better serve you.

You have the freedom to continue face-to-face counseling. You also have the option to choose to use a HIPPA-compliant video-conferencing system to continue therapy **after** completing the Altus Informed Consent, and **after** starting face-to-face in-office counseling services that include initial consultation, assessment and treatment planning. A decision to proceed with video-counseling is a collaborative agreement between you and Altus. Video-based counseling is voluntary, offered to assist and provide flexible services to you if you are not able to attend necessary, ongoing counseling in person. You retain the freedom to choose and return to in-office appointments.

Some Clients may not benefit from video counseling, and results are not guaranteed or assured. Video counseling may not be appropriate some Clients, for example, having numerous concerns about risks of video counseling, or Clients who do not have appropriate equipment and technology to support video counseling. Video counseling may not be appropriate for someone having active suicidal or homicidal thoughts, or experiencing active manic or psychotic symptoms. Video counseling is not available to clients who are minors, or Clients who have a legally appointed guardian. In these cases, Clients retain the freedom to attend in-office appointments.

Video counseling is a scheduled appointment with Altus. Fees for video-based distance counseling services are the same as in-office visits paid at the time these services are provided through a Cash App email request from Altus to the Client. A Client will need email, and credit or debit card capability to use Cash App.

Since scheduling a video counseling appointment involves the reservation of time specifically for you, 24-hour notice is required for rescheduling or cancelling an appointment, as described in Altus’ Informed Consent. Cancellations other than unexpected circumstances within 24 hours of your scheduled session, or missed session, will result in a full Altus fee of \$125 being collected from you prior to beginning your next appointment in addition to that session’s fee. If you are ill or have other qualified reasons to not attend the scheduled video counseling inside the 24-hour window, please call and leave me a message at 713.380.0859.

As a Client, it is important that you understand there are additional ethical and legal concerns, risks, and needs related to the use of distance counseling.

- As Counselor, I am ethically and legally responsible to be knowledgeable about the use of distance counseling and its technology, and to develop reasonable knowledge and skills related to technical, ethical, and legal considerations of distance counseling and its technology. I will take appropriate and reasonable attempts to protect your confidentiality, and comply with legal and ethical requirements having to do with use of video counseling.
- While a decision to proceed with video counseling is collaborative, that decision is not necessarily democratic in nature. I have a legal and ethical responsibility to ensure that a Client choosing to engage in video counseling has capabilities intellectually, emotionally, physically, linguistically, and is functionally capable of using the video counseling application and that the application is appropriate for the needs of the Client.
- Video counseling is subject to laws and regulations of my practice's location and your place of residence. Therefore, I offer video-based counseling services only to adult Texas residents, and Clients who are legally in a position to consent for themselves to receive mental/behavioral health services.
- Altus video counseling uses a HIPPA-compliant system. To participate in video-based counseling, you will need email to download the combined "Zoom" video platform and HIPPA compliant "SecureVideo" system that overlays that video platform. These systems will be included in an email invitation from Altus. You will also need connected, available internet capability, video camera, video display screen, speakers and a means to secure privacy so that confidentiality assured through the Altus Informed Consent can be maintained. You are responsible for securing your own internet access, computer and screen hardware, camera, email, passwords or any other devices that may be used in our video-counseling.
  - If necessary equipment is not available, or becomes unstable or fails during video counseling, counseling may be terminated by you or Altus. Counseling fees apply on a full 50 minute or prorated appointment based on time completed in video-counseling. o If video-counseling is terminated because of a technology failure, I will attempt to call you by the phone contact Altus has on file. If for whatever reason, I have not called you within 10 minutes, please call me and together we will decide our next steps to continue or reschedule your counseling appointment and by what means.
  - If we are unable to reestablish contact by video counseling or phone, I will make reasonable efforts to contact you by email or text following the break-in-service. You may also contact me through my web site email [robbensonlpc.com](mailto:robbensonlpc.com), or through the "Psychology Today" website virtual phone number or email published for Rob Benson, M.S., LPC-S. You may also message me through the Client Portal if access has been established prior to our video-counseling.

- If our video counseling appointment is interrupted and face-to-face video contact cannot be reestablished, and for whatever reason we need a means to verify the identity of the person we are speaking with we may use the first two letters of first and last names, for example, in my case, RoBe. Either person can initiate that verification process.
- Because you have met with me in face-to-face consultation and counseling, and signed the Altus Informed Consent, you are aware of my practice location and have my contact information. As a reminder:
  - Rob Benson, M.S., LPC-S  
8777 West Rayford Rd. Suite 105  
713-380-0859
- If you are in crisis or experiencing an emergency during or after video-counseling, or anytime outside of my office, I recommend you dial 911 or go to the nearest emergency room. When capable, please call me to let me know how you are doing.  
You may also contact:
  - [www.befrienders.org](http://www.befrienders.org)
  - 1-800-SUICIDE
  - 1-800-TALK
  - Deaf Clients may call 1-800-799-4TTY
- Although the internet provides the appearance of anonymity in counseling, privacy is more of a risk online by use of video than counseling face-to-face in person. For example, there remains a risk that your confidentiality can be breached by hackers or internet service providers. Or, by others with access to your email account or computers, phones or a variety of devices, current or emerging, that can be monitored by someone other than you.
- There is also risk associated with accessing internet and email connections from public locations such as a library, computer lab, or café; or from home devices such as television or projection from home devices including phones and computers to other monitors.
- Please consider the capability of others to hear, and visibility of your screen with regard to people around you, positioning yourself to avoid others seeing your screen. Please remember, as stated in your Informed Consent, this is your counseling with the goal of your wellbeing.
- If we are going to work together by way of video-counseling, I will ask you to determine who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors, and friends, and whether or not confidentiality from

your work, current location, or personal computer or video-counseling device may be compromised.

- I encourage you to communicate through a computer you know is safe, where you believe, to the best of your ability, that confidentiality can be ensured. At the completion of video-counseling, be sure to fully exit all video-counseling appointments and delete emails used to access 'SecureVideo' and "Zoom".
- Despite ever-improving internet and video capabilities, be aware that misunderstandings are possible with live video counseling since verbal and nonverbal cues may be relatively lacking due to our body position, camera perspective, camera quality, lighting and sound reproduction. The camera only shows what the camera shows in contrast to face-to-face appointments where you and I can see and respond to an array of verbal and behavioral cues not available to us in video counseling. We are all observers and gather much information from body language, vocal inflection, eye contact and other whole-body nonverbal cues. If you do not think I have responded accurately to something you've said, thought or felt during your video counseling appointment, please verbalize that to me, helping to ensure I am displaying an accurate empathy and responsiveness to you.
- If you have GPS tracking enabled on your device, it is possible that others may surmise that you are in therapy due to regular check-ins at my office on a weekly, monthly basis. Please be aware of this risk if you are intentionally checking in from my office or if you have a passive tracking app enabled on your phone.
- I will not be recording any part of your video counseling appointment. I also reserve the right to my privacy and restrict use of any copies or recordings you make of our video or audio transmissions. You must request my permission before recording or using any portion of your video-counseling appointment.
- My policy related to social media and email other than HIPPA-compliant video counseling is described in the Altus Informed Consent under section "Contacting", page 2. In summary, I do not provide therapy/counseling via email or text messaging. Text messaging and email other than for use with 'SecureVideo' will be used only to coordinate administrative tasks (such as confirming appointments and times, and office directions).
- I maintain confidential and encrypted electronic records of video counseling in accordance with relevant laws, statutes and Altus protocols and Informed Consent.

I have read and understand this **Addendum to Informed Consent** informing me of benefits and risks associated with video-distance counseling. I also understand that video-distance counseling is a scheduled appointment subject to the same conditions as described in the Altus Professional Services Agreement and Informed Consent which I have read, understood and signed.

I voluntarily choose to participate in these optional services offered by Altus and in collaboration with my Therapist retain the freedom to choose and return to in-office appointments.

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Rob Benson, M.S., LPC-S

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature