

Altus Counseling Services PLLC

Rob Benson, MS

Licensed Professional Counselor



Professional Services Agreement and Informed Consent

Thank you for choosing to counsel with Altus Counseling Services, PLLC (“Altus”). Seeking counseling is an important decision. Throughout your counseling, I have specific responsibilities to maintain a safe, ethical, professional relationship with you. This is **your** counseling, with the goal of **your** well-being.

Your first session will include a discussion about your rights as a Client; specific limitations regarding Client-Counselor confidentiality; my responsibilities to you as Counselor; general counseling practices; potential benefits and risks; and next steps in the counseling process. For future planning, each of your scheduled sessions with me will be approximately 50 minutes.

One potential benefit of counseling is that our session may seem to be very personal, friendly, comfortable and relaxed. These experiences are outcomes of our professional relationship; but not a social one. Over the course of our professional relationship, please do not ask me to interact with you in any way other than in the professional context of our session. My responsibility is to ensure we concentrate exclusively on concerns you bring to therapy. We can have a wide ranging discussion, yet you are best served in my professional role as Counselor.

While recognizing benefits of healthy, cumulative change in counseling, you may also experience some risk. At times, the process of counseling may not seem helpful, or becomes uncomfortable because of strong emotions that emerge. Or, when profound change takes place, it is common to feel a sense of relief and appreciation for the good work done together. My responsibility is to keep healthy professional boundaries intact throughout your counseling, while validating questions and concerns, and while identifying the good work you do. In counseling, we regularly cultivate non-material expression through the words we say aloud. In contrast, material expressions, physical gifts, have the potential to confuse our therapeutic relationship. As a professional boundary, I choose not to accept gifts.

Confidentiality

You have the right to confidentiality. No information will be released without your written consent except as required by law. A specific risk in counseling has to do with exceptions to confidentiality. These include the following circumstances:

1. I believe you are in imminent danger of hurting yourself.
2. I am obligated to report information concerning abuse: to a child (under age 18); an elder (age 65 or older); or an individual legally disabled.
3. I am required to release information in response to a court-ordered subpoena.

If there is a clinical reason for me to consult with others, I will seek specific, written approval from you, separate from this consent agreement before consultation. Altus utilizes administrative support to assist with scheduling, insurance and managing professional documents. The Administrator is held to the same confidentiality terms and agreement, contained herein, as the Counselor. Further, no administrative-related information will be released without your written consent except as required by the Counselor as it relates to the law, payment for services and insurance, and exceptions noted above.

Under the Health Insurance Portability & Accountability Act (HIPAA), you also have certain rights to privacy regarding your protected health information (PHI). During your appointment, you have been provided with a summary of HIPAA as it pertains to PHI; also available for viewing and download at robbensonlpc.com

Generally, PHI may be used to plan, conduct and follow-up on your treatment; and to manage normal healthcare business such as insurance qualification, electronic billing and record keeping.

I am custodian of Altus' Client files. Client files are maintained according to HIPAA guidelines and Texas law. In the event of the custodian's death, disability, retirement, or inability to provide counseling and custodial duties, a designated Altus Administrator will maintain and dispose of Altus' counseling Client files, as required by HIPAA and Texas law.

Contacting

Altus cannot guarantee confidentiality of electronically transmitted PHI, specifically having to do with who is writing, sending, receiving and reading PHI. If you request, we will work with you to find convenient and safe alternatives to electronic transmission. I have a private, confidential phone you may use to coordinate administrative tasks (**defined as appointment arrival, appointment time, and office directions**). E-mail and text messaging, however, are **not** secure mediums in terms of privacy and/or confidentiality according to PHI and HIPAA. Therefore, our policy regarding electronic communication and cell phone use includes the following guidelines:

1. Altus does not provide therapy/counseling via e-mail or text messaging.
2. Text messaging and e-mail will be used for administrative tasks only (as defined above).
3. Altus may not acknowledge or return e-mails or text messages that are not administrative. This includes emergency texts and e-mails.
4. If I am unavailable for an extended period of time, you will be given contact information for another licensed Counselor with whom you may schedule if you are in need of an appointment during my absence.
5. I make every effort to return administrative phone calls within 48 hours; 24 hours during crisis. Please remember, I may be in a session when you call and not have an opportunity to answer. Brief follow-up calls during crisis are offered on a pro bono basis. However, regular counseling fees apply for calls beyond 5-7 minutes.

Emergency

Altus does not provide 24-hour mental health crisis intervention. If I am unable to answer your call and you are experiencing an emergency, seeking immediate help, contact your Physician, call a crisis hotline - 713.468.5463 (713-HOTLINE), dial 911, or go to the nearest emergency room. If an emergency occurs, please leave me a message when able and I will follow up with you as soon as possible.

Beginning Treatment and Payment Information

Altus offers fee-based counseling for initial consultation, assessment, counseling and family education. Payment is due when services are provided.

Initial consultation and assessment: 60 minutes - \$150. Treatment and ongoing appointments: 50 minutes - \$130/session. Altus accepts most credit cards, check and cash payment for reimbursements. In addition to a direct fee, I am a provider associated with military and veterans behavioral health-care including Tricare. We will discuss the method and amount of your payment before counseling begins. At your request, I can provide receipts for treatment to be filed with your insurance company as an out-of-network provider.

Direct costs to Altus associated with assessment or other tools used in your counseling may be charged. We will discuss any charges beyond your session fee before you participate in an incremental fee-based activity. Altus does not keep payment information on file such as credit cards or postdated checks.

When using military and veterans behavioral health-care insurance benefits for payment, Altus charges copayments established by these insurance carriers. Insurance carriers may change copayments without prior notice to Altus. It is the Client's responsibility to know their plan benefits and to notify Altus of changes. Client and insurance carrier payments are made directly to Altus Counseling Services PLLC. Altus will also attempt to prequalify insurance, confirming your rate prior to beginning the first session. Often, insurance cards do not accurately reflect rates for behavioral or mental health benefits. We encourage you to contact your insurance carrier to inform you of the established rate before beginning counseling.

If the insurance carrier denies payment or does not cover counseling services, the Client or financially responsible person will be charged an Altus fee of \$130. Unpaid balances accumulate interest at 1.5%/month when, in the remote possibility, a Client's account is unpaid for more than 60 days. If an overdue account is turned over to a collection agency, the Client or financially responsible person will be responsible for collection fees the agency charges Altus.

If your session extends more than 10 minutes into the next hour, I will ask whether you want to continue, and advise that a second full session fee will be charged, which insurance will not cover. In addition to the first session's fee, a second session will be charged at the full Altus rate of \$130. Extensions beyond one session may not be possible if another Client is scheduled following your period.

If the Client is a minor child with divorced or separated parents, a copy of temporary orders or a divorce decree must be provided prior to Altus beginning treatment of the minor following initial consultation. Legally, I cannot treat a minor without either of those documents. In addition, a parent or guardian must remain in the office waiting area while the minor child is in counseling.

A minimum fee of \$65/hour will be invoiced and assessed for office-based professional services including written or oral communications such as Client impressions or school communications. These services will be charged on a pro rata basis when work is extended beyond one hour.

A \$45 fee will be assessed for checks returned due to insufficient funds.

Changes and Cancellations

Unexpected circumstances may lead to schedule changes and cancellations, i.e., illness or severe weather. In those unexpected circumstances, and because your appointment is important, I would be pleased to contact you for a phone session during the scheduled period. Only credit card payment can be taken over the phone. However, if you still must change or cancel your counseling appointment, please note the following:

1. 24 hours advanced notice of cancellation is standard practice in the counseling profession. A phone number with a voicemail has been provided to you in order to assist making, changing or canceling your scheduled session. You may call or text and leave me a message. I will contact you by phone or text to confirm your next session.
2. Altus does not keep standing appointments. Please confirm your next session directly with me to avoid double booking, missed sessions and extra fees.
3. Altus cannot accommodate cancellations made via e-mail. I do not monitor e-mail on a regular basis.
4. **Cancellations other than unexpected circumstances** within 24 hours of your scheduled session, **or missed sessions, will result in a full Altus fee of \$130 being collected from you prior to beginning your next session**, in addition to that session's fee. Altus cannot bill your insurance carrier for a cancellation.
5. **If you are ill or have other qualified reasons to not attend your scheduled session inside the 24 hour window, please call and leave me a message at 713.380.0859.**

Legal

As a matter of professional courtesy, Altus requests Clients not to request participation in court-related activities outside of therapy. I will not voluntarily participate in divorce or custody court proceedings. If I am compelled to participate in court-related activities, additional fees will be assessed for preparation of court-related documents having to do with, but not limited to Client assessments, impressions, hearings, appearances, presentations. Scheduled court appearance fee will be \$750/day, **regardless of requirement to testify**. Pre-court preparation fee will be \$150/hour, 3-hour minimum, and will be paid directly by you or your legal counsel **upon request of information**. Copying fees are assessed at \$.35/page.

An individual who wishes to file a complaint against a Licensed Professional Counselor may contact:

Complaints Management & Investigation Section
P.O. Box 141369 Austin, Texas 78714-1369
Office (512) 834-6633 - Fax (512) 834-6718

Termination of Counseling

Discussion and/or action regarding counseling termination and/or referral will be conducted under any of the following conditions:

1. Counseling goals have been achieved
2. You no longer want counseling, you do not return for counseling, you are no longer benefitting from counseling
3. Counseling would otherwise not be in your best interests.

Refund Practices

At Client request, refund from a payment or billing error may be used as credit to offset future payment or reimbursed to Client, mailed via USPS to Client address on file with Altus. When Client has become inactive after 180 days, a payment or billing error greater than \$10 will be mailed via USPS to Client address on file with Altus. When the professional relationship between Client and Altus has been terminated by either prior to 180 days, a payment or billing error greater than \$10 will be mailed via USPS to Client address on file with Altus. Ongoing dispute regarding payment or billing error, if not effectively resolved between Altus and Client will be managed by independent mediation with costs shared equally between Altus and Client.

Statement of Financial Responsibility/Agreement of Benefits

I acknowledge I am legally responsible to engage Altus and Rob Benson in my care and treatment and/or care and treatment of others identified as Clients. I assign and authorize payments to Altus and understand I am responsible for fees not paid in full for services provided by Altus and Rob Benson except where liability may be limited by Texas or Federal law.

I understand Altus and Rob Benson is a direct fee provider and does do not accept any form of insurance coverage, Medicare or Medicaid.

If I apply for out-of-network benefits provided by insurance coverage, I understand that my insurer may not approve or reimburse those benefits for treatment by Altus or Rob Benson and I remain responsible for those fees paid in full for services provided by Altus and Rob Benson.

I have read and understand this Professional Services Agreement and Informed Consent, and Statement of Financial Responsibility/ Agreement of Benefits.

Date

Client / Legal Representative Printed Name

Client / Legal Representative Signature