

Altus Counseling Services PLLC

Rob Benson, M.S., LPC

Licensed Professional Counselor – Texas 66286

National Provider Identifier - 1083939797

Tax Identification Number - 812545755



Professional Services Agreement and Informed Consent

Thank you for choosing 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 appointment will include a discussion about your rights; specific limits to Client-Counselor confidentiality; my responsibilities to you as Counselor; general counseling practices; potential benefits and risks; next steps in the counseling process; and review of individual and family information. In subsequent appointments, after completion of Altus assessments and identification of targets to be treated, we will estimate the scope of your treatment. After your first session lasting about 60 minutes, each scheduled appointment will be 50 minutes.

One potential benefit of counseling is that our session may seem to be 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 uses a confidential, HIPAA-compliant administrative support system to assist with scheduling and management of professional documents. No administrative-related information will be released without your written consent except when required by the law and exceptions previously noted.

Under the Health Insurance Portability & Accountability Act (HIPAA), you also have certain rights to privacy regarding your protected health information (PHI). A summary of HIPAA and PHI is displayed in the office and 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 electronic charges, 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. The Altus Administrator is held to the same confidentiality and agreements as I am.

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, I will work with you to find convenient and safe alternatives to electronic transmission. For example, Altus uses a confidential, HIPAA-compliant Portal that can be used for transmission of PHI. 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. Altus policy regarding electronic communication and cell phone use includes the following

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 (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,

leave me a message when able and I will follow up with you as soon as possible.

Beginning Treatment and Payment Information

Altus provides fee-based services for initial consultation, assessment, and counseling. Payment is due each session when services are provided. Initial consultation and assessment: 60 minutes -\$165. Treatment and ongoing appointments: 50 minutes - \$150/session. For reimbursement, Altus accepts a variety of electronic payment methods, credit cards, check and cash payment. Altus does not accept postdated checks.

At your request, I can provide you with copies of records, cost estimates, diagnostic codes and receipts for treatment you file 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 published session appointment fee before you participate in an incremental fee-based activity.

A Good Faith Estimate can be determined from your individual treatment plan (“plan”) that includes services reasonably expected to meet your behavioral/mental health care needs. This estimate would be based on information known when the plan was initially developed and discussed with you. The plan is reviewed and updated as treatment progresses. The Good Faith Estimate does not include unknown or unexpected costs that can arise during treatment. The length and resulting cost of your treatment may increase or decrease if complications, special circumstances occur or new information is provided.

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. In addition to the first session’s fee, a second session will be charged at the full Altus rate of \$150. Extensions beyond one session may not be possible if another Client is scheduled following your period.

A minimum fee of \$65/hour may be assessed for office-based professional services including written or oral communications such as Client impressions or communications with educational services. 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

You may need to changes or cancel your appointment. At least 24 hours advanced notice of cancellation is standard practice in the counseling profession. If you are not able to come into the office, I can contact you for a video appointment during the scheduled period. However, if you must change or cancel your appointment:

1. Call or text me at 713.380.0859. I may contact you by phone or text to confirm your next session.
2. Cancellations less than 24 hours of your scheduled session, or missed sessions, will result in a full Altus fee of \$150 being collected from you in addition to the next session’s fee.
3. Altus cannot accommodate cancellations made via e-mail. I do not monitor e-mail on a regular basis.

Legal

As a matter of professional courtesy, I ask Clients not request my participation in court-related activities outside of therapy. I will not voluntarily participate in 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.

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 provided by Altus
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.

Complaint

Anyone choosing to file a complaint against a healthcare professional in Texas may call the Health Professions Council toll-free complaint referral system: 1-800-821-3205. This automated, statewide number routes a complainant to the appropriate licensing agency.

If you are charged more than a Good Faith Estimate, you have the right to dispute. Initially, you may contact me to let me know the billing charges are higher than anticipated. You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use this dispute resolution process, you must start the dispute resolution process within 120 calendar days (4 months) of the original bill. The HHS dispute resolution process begins at www.cms.gov/nosurprises, or HHS: 1-877-696-6775.

Acknowledgement of Services Provided, Financial Responsibility, Federal “No Surprises Act”

All Clients

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 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 and Rob Benson, and I remain responsible for those fees paid in full for services provided by Altus and Rob Benson.

I acknowledge that the Altus Informed Consent and Rob Benson make reasonable efforts to comply with the Federal “No Surprises Act” by providing me with information to estimate fees associated with approaches to treatment; anticipated length of treatment; and selected assessments used in conjunction with clinical observation to diagnose.

Client / Legal Representative Printed Name

Client / Legal Representative Date of Birth

Client / Legal Representative Signature

Date of Acknowledgement