

### **Informed Consent**

Please be sure to read the information sheet carefully so that you will know what to expect when entering into counseling with me. This document contains important information about my professional services and business policies. When you sign this information sheet it will represent an agreement between us.

#### **About Dr. Benavidez**

I am a licensed psychologist by the state of Texas (License #37108). I am the owner of Aspire Services Group. Any billing information is under my purview and my office associates.

#### **Confidentiality & Law Regulation**

In general, the privacy of all communications (our conversations, your records, and information you provide to me) between you and myself are protected by law through something called privilege. The law protects you from having information you have given to anyone without your written permission. There are times, however, where there is a legal and ethical exception to your privilege:

1. If I believe there is a risk that you might harm yourself or someone else, I may be required to contact the authorities or the other person to give them the opportunity to protect you or the other person.
2. If I have cause to believe that you are abusing children or elderly or disabled people, I am required by law to notify the authorities.
3. If you become involved in any lawsuit in which your mental health is an issue (for example, an injury lawsuit in which you claim compensation for emotional pain and suffering) then the court or lawyers may insist upon, and obtain your information from me. Similarly, if you file a lawsuit against myself or my office or make a complaint with the licensing board, you would lose the protection of privilege.
4. The law requires that you be informed that complaints can be made to the Texas State Licensing Board on a hotline number: 1-800-942-5540.

In addition, if you are under the age of 18, your legal guardian has a right to be informed about your course of treatment and to have access to your records. However, before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objectives you may have.

Administrative information may be released to a collection agency in order to collect any outstanding balance.

I may occasionally find it helpful to consult with other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

#### **Psychological Services**

Psychotherapy is not easily described in general statements. It varies depending upon the personalities of the psychologist and the client, and the particular issues you wish to discuss. There are many different methods I may use to deal with the issues that you want to address. In order for therapy to be most successful, you will need to be committed to the therapy process and work on things we discuss, both during our sessions and between sessions. I will challenge you and your old ways of thinking and doing things, but I cannot offer any promise about the results you will experience. Your outcome will depend upon many things.

Psychotherapy can have risks and benefits. You may find yourself discussing very personal information. Psychotherapy often involves discussing unpleasant aspects of your life; you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, worry, and nervousness both during session and between sessions. If these feelings arise, please let me know in session so that we can fully discuss them. Psychotherapy, on the other hand, often has significant benefits that can lead to better relationships, solutions to specific problems, significant reductions in feelings of distress, and an improved sense of wellbeing.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a significant amount of time, money, and energy, so you should be very careful about the therapist you select. If you have any questions about my procedures, we should discuss them as they arise. If your doubts persist, I will be happy to help you setup a meeting with another mental health provider for a second opinion.

### **Evaluation & Therapy Sessions**

The evaluation will last from 1-2 sessions. The evaluation will consist of your concerns that you are bringing to therapy and as much background information as possible in order to determine the best course of treatment. Though the primary focus of the evaluation time is to identify the issues that have prompted your contact with this office, it is also a time where we both will evaluate whether I am the most appropriate clinician to provide the services that will help you meet your treatment goals. If I believe your problems require knowledge that I do not have (either during the consultation, evaluation, or if we mutually decide to continue therapy), I may refer you for a consultation with someone with specific training or experience. I will discuss any referral with you before I act. By the end of the evaluation period, and if a mutual decision is made to continue therapy, I will offer you some first impressions of what your work may include (this may include a treatment plan to follow). You should evaluate this information along with your opinions of whether you feel comfortable working with me. I will be happy to discuss any issues as they arise. If the evaluation is Court-ordered or ordered by an employee or license agency (i.e., PRN, PHP, State of Texas) the evaluation along with any testing information is NOT confidential to that particular agency.

Therapy sessions usually last 45 to 55 minutes, and each session must end promptly. If you are late for a session, we will end on time and not run over into the next client's session. You will be charged for the entire session. If you have missed your scheduled session, and **do not call me within seven days**, I will accept that you have terminated this agreement and that you wish to discontinue counseling with me.

### **Office Hours & Contacting Me**

Sessions are held by appointment only. If you need to reach me between sessions, you may leave a voicemail message on the confidential office cell phone at 361-443-5871. If you need to cancel or reschedule an appointment, you may also text me on the confidential office cell phone at 361-443-5871. I will not answer my phone when I am with a client. Messages will not be returned after the designated times, on weekends, or holidays. If I have not returned your message within 24 hours, please try again as your message may have been lost. If you are unable to reach me and cannot wait for me to return your call or it is an emergency, please call 911 or go to your nearest emergency room.

For non-urgent communication, general questions, or to cancel or reschedule an appointment, you may also contact me through email at [AspireDrB@hushmail.com](mailto:AspireDrB@hushmail.com). Keep in mind that email is **not confidential**. In addition, emails may not be returned until late in the evening. **Do NOT email any information that is urgent**, including self-harm, suicidal thoughts, or homicidal thoughts. Call 911 or go to your nearest ER.

### **Cancellation Policy**

Sessions are held by scheduled appointment only. If you **DO NOT CALL BY 4 P.M. THE DAY BEFORE YOUR APPOINTMENT** or if you **MISS the appointment, you will be charged \$85.00 for each late cancelation or missed appointment**. You will be responsible for this charge and your credit card on file will be charged. No exceptions will be made to this policy. Insurance will not pay for missed sessions. Sessions can only be canceled via telephone - not by email. If you do not call me within **seven days** of your missed session, I will accept that you have terminated our agreement and that you wish to discontinue counseling with me. **If you cancel or no show (do not attend the session) for three appointments in a row, your appointment time slot may not be available anymore.**

## **Fees & Payment of Services**

You will be expected to pay for each session at the beginning of the session, unless an alternative arrangement has been agreed upon by me. Payment may be made via cash, debit or credit; receipt of payment will be given to you at that time if requested. Aspire Services Group does not accept checks effective March 1, 2024.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, a collection agency or any other legal means necessary may be used to secure payment, and legal costs will be included in the claim. This will occur only after all attempts to negotiate a payment schedule have failed and after such a notice of intended action is provided to you.

### Psychotherapy/Counseling

The fee per session for the initial evaluation is \$180. The fee for each counseling session is \$160. I charge this amount for most other services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me (except those services listed below).

### Psychological Testing/Evaluation

Fees for psychological testing and formal psychological evaluations, such as ADHD evaluations and other psychological assessments vary based upon complexity, the psychological tests used (if any), and the purpose of the evaluation. You will be informed of the costs associated with such an evaluation prior to any such services being rendered.

### Legal Services

When working with clients under the age of 18, the parent(s)/legal guardian(s) involved will not attempt to gain advantage in any legal proceeding by asking me to testify in court, subpoenaing me to testify in court, or asking me for an affidavit. It will not be in the clients (your child) best interest for me to testify in court on behalf of the client or the legal guardians. However, this agreement cannot prevent a judge from requiring my testimony, even though I will work to prevent such an event. Because of the difficulty of legal involvement, I charge \$350 per hour for preparation and attendance at any legal proceedings. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

### **Insurance Information**

If you choose to use insurance, you are authorizing me to release to your insurance carrier and my billing company, Athena Health, information that is specifically required for processing claims. This information may include, but is not limited to, diagnosis, dates of service, type of treatment, progress reports, and other information from your file. You are responsible for contacting your insurance to determine if behavioral health care is included in your insurance plan or if you have questions regarding your insurance plan. You are also responsible for determining the amount of your co-payment. **All clients who do not know their co-payment will be automatically charged \$30 per session until their co-payment is determined.** All overages will apply to your account balance once insurance has been applied.

**Please be aware that most insurance companies require you to obtain prior authorization for mental health services and may not reimburse for services they have not authorized.** If you would like to use your insurance or health care provider for "out of network" care for part of or all of your expenses for services rendered, reimbursement for fees should be arranged by you through your provider/insurance company. You are still ultimately responsible for the full payment of your account when billed, and you will await reimbursement from your insurance company. I can complete any documentation required by your provider for this purpose. If claims are denied or not paid by the insurance company, you agree to be responsible for the full amount of charges incurred.

If you change your insurance provider/ plan or form of payment, please let me know as soon as possible. If you do not provide up-to-date information regarding insurance, payment by your insurance provider cannot be guaranteed. You are responsible for any payment that remains on your balance.

## Client Consent

I have read and understand the information contained in this document. I have had sufficient time and the opportunity to consider it and ask questions regarding services from Dr. Benavidez. My signature below indicates that I consent to services, agree to pay the fee indicated in the document, and understand my rights and responsibilities as a client. I know I can end therapy at any time I wish.

I am 18 or older years of age.

I am under the age of 18. I understand that my legal guardian has a right to be informed about my course of treatment and to have access to my records.

\_\_\_\_ I am using insurance. My co-payment per session is \$ \_\_\_\_\_

\_\_\_\_ I am using insurance but my co-payment is unknown. I am responsible for \$30.00 until insurance is resolved. I am responsible for any co- payments above that amount once insurance is resolved.

\_\_\_\_ I am not using insurance. The agreed upon amount per session is \$ \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Signature of Legal Guardian (if under 18 years)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Legal Guardian

\_\_\_\_\_  
Micaela Benavidez, Psy.D., LP (Provider)

\_\_\_\_\_  
Date