

## CONSENT AGREEMENT: BUSINESS AND CLINICAL POLICIES OF E3 SOLUTIONS

**WELCOME TO E3 SOLUTIONS OF NORTH CAROLINA.** Although we do not want to overwhelm you with paperwork, it is our policy to let you know how we conduct business before you receive services from us. This Agreement contains information about the professional services and business policies of E3 Solutions (Steven M. Daniels, Ph.D., PLLC). Please read it carefully. Your signature at the end signifies that you consent to this Agreement and the Notice of Policies and Practices to Protect the Privacy of Your Mental Health Information. You may revoke your consent in writing at any time.

### **OUR CUSTOMARY BUSINESS PRACTICES**

- **Appointments** will usually be made by your individual clinician and should be cancelled or rearranged with him or her, not with the main office. Most therapy sessions last between 45 and 50 minutes.
- **Contacting your clinician:** I am typically unable to answer the phone during the day because I am with clients. Voice mail is always available and messages will be returned promptly.
- **Cancellations:** You will be billed for any sessions cancelled without 24 hours notice, unless you and your clinician agree that it was a bona fide emergency beyond your control. Insurance companies will not pay for missed appointments, and you will be billed for the entire amount.
- **Late arrival** for sessions sometimes occurs. If you are late, you will be seen for the remaining, not the entire, appointment time.
- **Behavior on the premises** must be appropriate at all times. Smoking is not allowed in the building. Although this has virtually never been an issue for our practice, we do state that we do not allow weapons on the premises; nor will we allow threatening, assaultive, or violent behavior toward anyone.
- **Children** must be supervised at all times. Parents who leave the building while their children are being seen should be sure that they return before their children's sessions are finished and that the clinicians know how to reach them in the event of an emergency.
- **Emergencies and urgent problems:** I am unable to offer 24-hour on-call services. Urgent calls and emails will be returned as soon as possible during regular business hours. In the case of life-threatening emergencies, you should call 911 or go to your nearest hospital Emergency Room and ask for the Psychiatrist on Call.
- **Privacy and Confidentiality:** We follow the HIPAA and North Carolina regulations in assuring the privacy of your Protected Health Information (PHI). A copy of E3's Notice of Policies and Practices to Protect the Privacy of Your Mental Health Information is posted in the waiting room. You may request a copy of this Notice. Your signature on this Consent Agreement indicates that you have read, understood, and are consenting to the content of that Notice.
- **Fees:** Please discuss any questions with your clinician prior to receiving a service.
- **Insurance/Managed Care Reimbursement:** In the past, when there were only a few insurance plans, we tried to help our clients by knowing about their coverage. Since the health insurance situation is in such flux these days, it is not always possible for us to know which plan you have or what your benefits are. Just because you tell us that you are covered by XYZ company, we cannot tell which of XYZ's numerous plans you have or even if we are on your plan. It is vital that you understand your mental health benefit in order to plan for your treatment. Read the section in your insurance booklet that describes mental health, or call the toll free number on your card or your plan administrator. **Ask if Steven M. Daniels, Ph.D., PLLC is on your panel, what your co-pay and deductible are, whether your deductible has been met, how many sessions you are allowed per year, whether the service you want (e.g., family therapy) is covered, and whether preauthorization is required.** Please be aware that your plan may say that they cover psychological testing but may exclude such diagnoses as learning disabilities or attention problems.
  - Although your clinician and our billing office will try to assist you in receiving the benefits to which you are entitled, you (and not your insurance company) are responsible for full payment of your bill. If you fail to comply with your insurance company's requirements regarding choice of providers, authorization, or other issues that result in the denial of claims, you will be responsible for paying in full.
  - It is up to you to keep track of any authorizations or re-authorizations that are required. It is up to you to notify our office of any changes in your coverage. We will file claims for you; or, if you prefer, you may file them yourself. You should be aware that your contract with your insurance company requires the provision of information relevant to the services provided to you, including a clinical diagnosis. Sometimes insurance companies also ask for additional information (e.g., progress summary, history, etc.) to determine whether you are eligible for benefits or ongoing treatment. Again, it is our policy to release the minimum amount of information necessary to allow your claim to be processed.

- Please be aware that many “Managed Health Care” plans are limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. Hence, they may not reimburse for more comprehensive treatment. You should discuss this with your clinician.
- Be aware that whatever information is submitted to your insurance company will become part of their files and will probably be stored on a computer. Although all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. If you have concerns about how your company manages such data, call your plan.
- **Client Payments:** Payment in full is expected at each session if you are not using insurance coverage. Co-pays are due at each session. We accept checks, cash, MasterCard, Visa, and Discover. Balances over 90 days past due may be referred to an attorney or collection agency. There will be a \$20 charge for returned checks.

**CLINICAL PRACTICES:**

- Although some of our work is very short-term and combines evaluation and treatment, contact with your clinician usually begins with a period of evaluation, which usually lasts from 2 to 4 sessions. By the end of the evaluation, your clinician will be able to offer you some first impressions of what your work will include and a treatment plan to follow if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your clinician. If you are not comfortable, your clinician will be happy to refer you to another therapist. Therapy involves a commitment of time, money, and energy, so you should be very careful about the therapist whom you select. If you have questions about your therapy, they should be discussed with your provider whenever they arise. If your doubts persist, your provider will help you arrange a meeting with another mental health professional for a second opinion.
- Most of the services that we offer involve psychotherapy. It should be understood that psychotherapy calls for an active effort on the part of the client. In order for therapy to be successful, you will have to work on things both during your sessions and at home. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits, such as leading to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are, however, no guarantees of what you will experience.
- Privacy for minors: While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment; this requires that some private information be shared with parents. For children under 12, it is our policy that the clinician will share whatever information is necessary with the parents although the clinician will try to honor the child’s wishes whenever possible. For adolescents (age 12 through 17), we request an agreement between the client and his/her parent allowing the sharing of general information about the progress of the adolescent’s treatment and his/her attendance at scheduled sessions. Any other communication will require the adolescent’s agreement, unless the therapist feels that the adolescent is in danger or is a danger to someone else. If possible, any information given to the parents will be discussed with the child or adolescent beforehand and an attempt made to handle his/her objections. A special case exists for N.C. adolescents who are married, emancipated, or in the military; they may control their own clinical records.

**CONSENT**

My signature below indicates that:

- 1) I understand, consent to, and agree to abide by the business and clinical procedures outlined in this Agreement.
- 2) I have reviewed a copy of, read, understood, and am consenting to the policies in the E3 Solutions’s Notice of Policies and Practices to Protect the Privacy of Your Health Information. A copy of this policy has also been made available to me.
- 3) I consent to the use of my Protected Health Information (PHI) for treatment, payment, and health care operations as outlined in the CSI notice of Policies and Practices to Protect the Privacy of Your Health Information.

\_\_\_\_\_  
Signature of Client/Parent/Guardian

\_\_\_\_\_  
Client’s/Parent’s/Guardian’s Name (Print)

\_\_\_\_\_  
Date

*If a personal representative of the patient (i.e., not the patient him/herself) signs this authorization, a description of such representative’s authority to act for the patient must be provided. Clinicians are required to ask for confirmation of custody or representation. Please circle one and specify: (1) Parent of Minor Child (2) Guardian of minor child (specify): \_\_\_\_\_ (3) Guardian of adult (specify): \_\_\_\_\_ (4) Other (specify): \_\_\_\_\_*