



Client Information and Practice Policies

Effective communication is a cornerstone of good relationships. To answer questions frequently asked by clients regarding fees, confidentiality, communications, and services, we have developed these policy statements for your information and discussion.

HIPAA Notice of Policies and Practices to Protect the Privacy of Your Health Information:

As healthcare professionals, we are required by state and federal laws (including HIPAA) to maintain the privacy of your health information. Your confidence in us to strictly protect your privacy is extremely important. Posted in the office is Creekside's Notice of Privacy Practices. The policy is also available through the patient portal you established at intake. This Notice of Privacy Practices describes how Creekside Counseling + Wellness may use and disclose your protected health information as well as your rights to access and control it. "Protected health information" (PHI) is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health and related health care services.

Fee Policy:

It is customary to pay professional fees at each visit. For your convenience, credit cards are accepted. Please note that we currently use CardConnect through Therapy Notes to collect all credit card/HSA card payments. Clients will be asked to complete a Credit Card Pre-Authorization Form at intake to authorize fee processing. Fees vary by therapist due to experience level. All therapists at Creekside are out-of-network. Super bills are provided upon request to bill for out-of-network benefits if you are a client of Bonnie Barclay, LCSW or Rebecca Matlock, LCSW.

Appointments and Scheduling:

Each clinician designates their own office hours and schedules their own appointments. The main office number is (865) 325-9604. You may also reach your therapist directly through email or their direct number. Please do not use texts to manage scheduling or canceling appointments.

As a courtesy to clients, some therapists offer some re-occurring appointments. If you would like to schedule appointments in advance for the same time and day, please let your therapist know. Please note that if you "no-show" or late cancel two pre-booked appointments, your remaining pre-booked appointments will be cancelled. You will be notified if this occurs. Please check in periodically at the end of your session to ensure that these appointments stay pre-booked. Reminder e-mails are made as a courtesy to clients through the Therapy Notes system. It is ultimately the responsibility of each client to keep up with appointment times. Please request an appointment card when you schedule if you need a personal reminder.

Our therapists keep an ongoing cancellation list. If you are unable to schedule, please request to be added to the cancellation list. Specific information about the times and days you are available will assist in prioritizing calls. Usually multiple calls and messages are made to fill an appointment with it being offered to the first returned call. Please make sure your contact information and preferences are up to date at all times.

Tardiness

Appointment times are provided at the time of scheduling. It is important that you are on time for your scheduled appointment. Insurance companies only allow us to bill for face-to-face contact. If you are more than 15 minutes late to your appointment you may be asked to reschedule. You will be charged a late cancellation fee if you need to be rescheduled due to tardiness.

Phone Calls

If you need to talk to your therapist prior to your next session, please leave a message, by phone or e-mail, including all of your contact information. Clinicians will return all calls within 24 hours. The first 15 minutes is at no charge, to allow for scheduling and other basic calls, with each additional 15 minutes at a \$50 fee. This will automatically be charged to your card on file and reflected in your account. This fee is not reimbursed by insurance.

Crisis Phone Calls

If you are experiencing a non-urgent crisis, call the main number, (865) 325-9604, both during office hours and after hours. During the day, therapists are with clients and are not always able to check messages between appointments. If you cannot wait to hear from your therapist or you know you may need a higher level of care, please call 911, contact mobile crisis at (865) 539-2409 or proceed to the nearest emergency room.

Cancellations and No Shows:

Please provide at least 48 hours notice if you need to cancel an appointment. Each therapist keeps a cancellation list for clients who are waiting on appointments. The advanced notice allows them to offer the cancelled appointment to someone on the waiting list. Late cancellations and missed appointments are charged **the full rate of the missed appointment**. Exceptions are made for circumstances, such as illness, which are beyond your control. Because I believe that consistency and commitment are part of the therapeutic process, two (2) no-shows and multiple cancellations will result in dismissal from services. If this occurs and continued care is recommended, I will provide referral information at the time of dismissal.

Insurance Reimbursement (LCSW's only):

Your health insurance may provide reimbursement for out-of-network (OON) mental health services. Consult your policy for specifics. As a service, your therapist will provide you with a superbill to submit for OON benefits. Provide your insurance information during your consultation call. Please be aware that, in the process of filing for out-of-network insurance reimbursement, you are required by the insurance carrier to release information to them concerning diagnosis, service provided, and in some cases, clinical information and treatment plans. If you are concerned about confidentiality in the context of third-party payment, please consult your insurance carrier and/or raise the issue for discussion with your therapist.

The No Surprises Act: Creekside Counseling is an out-of-network provider. This means your provider is not in your health plan's network. This means the provider or facility doesn't have an agreement with your plan. You will be provided a Good Faith Estimate of services. See separate consent and estimate.

Confidentiality:

Tennessee law provides strict protection for clients seeking mental health services: all information regarding services is controlled by the client and is not to be released to anyone without the client's written authorization. There are, however, exceptions in which mental health professionals may be required to breach the rule of confidentiality.

1. If you make a serious threat to harm yourself, the law requires us to try to protect you by reporting this to emergency contacts and/or other appropriate authorities or officials.
2. If we have reason to believe a child or any adult dependent has been or will be abused or neglected, we are legally required to report this to the proper authorities.
3. If you are or will be involved in court proceedings and the clinical record is subpoenaed and ordered by a judge.
4. If a guardian ad litem (GAL) is appointed in a custody case involving child clients and she/he is ordered by the court to have access to mental health practitioners and records therein.
5. The Patriot Act of 2001 requires us in certain circumstances, to provide federal law agents with records, papers and documents upon request and prohibits us from disclosing to our client that the FBI sought or obtained these items under the Act.
6. As therapists, we often need to consult with a professional supervisor and or professional peer on the services we are providing you to ensure you are receiving the best service possible. This may include details of your case. All professional peers and supervisors are bound by the same legal and ethical rules of confidentiality. We do not disclose your name or identifying information unless in the case of imminent emergency and/or involves Child Protective Services (CPS).

Clinical record:

We keep information about all of our clients in a collection of professional records. Creekside currently uses Therapy Notes for online medical records. You will be asked to set up a patient portal as part of the intake process. This program is HIPAA compliant. If you would like additional information, please bring this up in session.

If you want to have a copy of your clinical record. There will be an administrative fee of \$15 for the first 5 pages and \$0.15 per page thereafter charged for preparing the record for release upon your written request. All clients must sign an acknowledgment that the record was released to his/her care due to the privacy risks.

Credentials:

Bonnie Barclay, the owner and clinical director for Creekside, is a Licensed Clinical Social Worker in the State of Tennessee, with competence in the area of clinical social work. A copy of her vita is available upon request. Ms. Barclay adheres to statutes of the State of Tennessee, Ethical Principles of Social Work, and other policies of the National Association of Social Workers. She provides clinical oversight of the employed therapists at Creekside. Their specific information is available on the website at www.creeksidecounseling-wellness.com.

Gifts:

Social Workers/Therapists are unable to accept gifts of monetary value from clients.

Client Rights and Responsibilities

As a client of Creekside, you have the following rights and responsibilities:

Rights

- You have the right to be treated with consideration, respect and dignity. To be protected from abuse or neglect.
- You have the right to fair treatment. This is regardless of race, religion, gender, ethnicity, age, disability, or source of payment. If this provider cannot treat you for any reason, you have the right to be referred to a provider who can and will treat you.
- You have the right to have information about you and the services received kept private unless the law says the information must be released to someone.
- You have the right to know your diagnosis, how your problems will be treated and what you can expect during the term of treatment. These things should be explained to you in a way you can understand.
- You have the right to be involved in planning your treatment including knowing about your treatment options and what may happen if you do not follow your plan of treatment.
- You have the right to be treated in the setting that is best for you and least confining.
- You have the right to refuse treatment as long as you do not put yourself or others in danger.
- You have the right to decide in advance what kind of treatment you would want in the future if you were to become unable to tell someone what you would want. Any advanced directives need to be shared with your treatment provider and will be included as a part of your treatment record.
- You have the right to see your records unless your provider thinks that would be harmful.
- You have a right to have your records treated confidentially, in accordance with the laws.
- You have the right to make a complaint concerning a violation of any rights listed here or concerning any other matter, and a right to be informed of the procedures and process for making such a complaint.

Responsibilities

- You have the responsibility to treat those giving you care with dignity and respect.
- You have the responsibility to give your provider the information needed to deliver the best possible care.
- You have the responsibility to ask questions about your care so you can understand your treatment and your role in that care.
- You have the responsibility to participate in the development of your plan of care and follow your treatment plan.
- You have the responsibility to keep all appointments and to be on time. You should call the office as soon as possible if you need to cancel an appointment. This allows others the opportunity to use the time. You will be asked to sign and adhere to an office attendance policy.
- You have the responsibility to let us know of any special arrangements you might need due to a disability or special condition.
- You have the responsibility to respect others' confidentiality. Please keep confidential any information (including identity) about others who might be seeking treatment with Creekside Counseling & Wellness.
- You have the responsibility to let us know if your name, address, phone number, financial status, or information changes.
- You have the responsibility to make payments for all services in a timely manner.
- You have the responsibility to let us know if you do not plan to return for services. If you plan to discontinue services, please let your treatment provider, practice manager, or receptionist know.
- You have the responsibility to participate in your child's treatment (if applicable). You will be asked to give consent for treatment and to participate in the development and implementation of your child's treatment plan.
- You have the responsibility to assist us in coordinating your care with any outside provider. Your treatment provider can explain to you why this communication would be beneficial.

- You have the responsibility to notify your treatment provider if a crisis or emergency situation exists. A crisis plan will be developed as an initial treatment goal so you are aware of the steps to take and resources available in the event of a crisis or emergency.
- You have the responsibility to discuss your opinions, concerns or complaints about your health care and these rights and responsibilities with our provider.

Social Media Policy

This document outlines the office policies related to use of Social Media. Please read it to understand how we conduct ourselves on the Internet as a mental health professionals/practice and how you can expect us to respond to various interactions that may occur between us on the Internet. If you have any questions about anything within this document, I encourage you to bring them up in session. As new technology develops and the Internet changes, there may be times when we need to update this policy. Updated policies will be available on the website.

Email Communications

We use email communication only with your permission and only for administrative purposes unless we have made another agreement. Please understand that the e-mail address includes contact information and therefore may indicate to others that you participate in counseling at Creekside.

Email exchanges should be limited to changing appointments or other general issues. Please do not use email to send content related to your therapy sessions or other confidential information unless otherwise arranged with your therapist.

All emails are kept as part of your legal medical record. Please do not use e-mail to communicate with your therapist during a crisis or emergency. While we try to check e-mail regularly, you need to call the office directly both during office hours and after hours for emergencies. **If you cannot wait to hear from your therapist, please call 911, contact mobile crisis at (865) 539-2409 or proceed to the nearest emergency room.**

Text Messaging

Because text messaging is an unsecure and impersonal mode of communication, the counselors/staff at Creekside do not text message to nor do they respond to text messages from anyone in treatment. Please do not text message your therapist unless they have made other arrangements.

Personal Social Media

We do not communicate with, or contact, any clients through social media platforms. This type of contact can blur boundaries and have the potential to negatively impact your professional relationship with your therapist and your care.

Professional Social Media

Creekside Counseling + Wellness uses social media to share educational articles and other information about mental health issues and treatment approaches. These platforms are public, allowing client to access information. Liking or following creates a greater likelihood of compromised client confidentiality.

Websites

Creekside has a professional website that clients can access. It is used to provide information to others about our practice. You are welcome to access and review the information. If you have questions about it, feel free to discuss this during your therapy session.

Web Searches

Creekside will not use web searches to gather information about you without your permission. We believe this violates your privacy rights; however, we understand that you might choose to gather information about Creekside in this way. In this day and age there is an incredible amount of information available about individuals on the Internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about Creekside or its therapists through web searches, or in any other fashion for that matter, please discuss this during your session to answer any questions and/or explore any potential impact on your treatment.

You may find the practice information on sites such as Bing, or other places which list businesses. Some of these sites include forums in which users rate providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that a listing is NOT a request for a testimonial, rating, or endorsement from you as a Creekside client. Of course, you have a right to express yourself on any site you wish. Due to confidentiality, however, we cannot respond to any review on any of these sites whether it is positive or negative. We urge you to take your own privacy as seriously as we take our commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with us about your feelings about our work, there is a good possibility that we may never see it.

We hope that you will bring your feelings and reactions about your care directly to your therapist. This can be an important part of therapy, even if you decide you and your therapist are no longer a good fit.

Location-based Services

If you used location-based services on your mobile phone, you may want to be aware of the privacy issues related to using these services. Also, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at our office. Please be aware of this risk if you are intentionally "checking in," from my office or if you have a passive LBS app enabled on your phone.

Therapy with Children and Adolescents

Confidentiality for Child & Adolescent Clients:

In working with children and adolescents, privacy is essential to the relationship and therapy. We do honor what the child says and does in session as confidential while providing parents and/or legal guardians summaries of treatment goals/plans/progress, as well as recommendations.

Creekside has a **no drop off policy** related to any minor under the age of 16. A parent must be on the premises in case of injury, illness or a need to intervene in case the session needs to end early. All attempts will be made to arrange alternative transportation for a minor client, under 18, who provides his/her own transportation should a safety concern arise.

Policies on Divorce and Custody Cases:

We are not custody evaluators and cannot make any recommendations on custody. We can refer you to a professional counselor that DOES provide custody evaluations if needed.

Due to the sensitive nature of divorce and all the potential issues that may arise, we have specific policies we ask are clients and their parents/guardians to which you must agree before we enter a therapeutic relationship.

1. We require a copy of the most current standing court order demonstrating the custodial rights of each parent and/or the parenting agreement that is signed by both parents and the judge at the first session.
2. In most cases, we need to have contact and written/signed consent with/from both legal guardians before we can see the child for therapy. In the case there is a final decision maker on health-related issues who want the child to be seen for therapy even in the case the other parent does not agree, it is to the discretion of your therapist as to whether the child will be seen.
3. We will provide an interview with any court-ordered guardian ad litem (GAL) and/or custody evaluator (CE) whom the court has ordered, they will also have access to the child's records. Any time spend speaking to the GAL or CE will be billed to and paid by you, the client, at our court-related fee at the hourly rate of \$300/hour.
4. We will be in equal contact with both parents who share legal custody of the child being seen for therapy and will offer and encourage opportunities for both parents to participate in parent consultations along the way.
5. Family sessions may be recommended and depending on the case, this may include seeing the child separately along with siblings and/or significant family members who live in the home where the child lives.
6. We require ALL clients waive the right to subpoena any of our therapists to court. By signing this Agreement, you are acknowledging and agreeing NOT to have us subpoenaed to court. This policy is set in order that we can preserve the integrity of the therapeutic process, progress and relationship with you and/or your child(ren). Failure to adhere to this policy may result in termination of therapeutic services.