



INFORMED CONSENT AND PRACTICE GUIDELINES

The following guidelines have been developed to help you access the best care possible in a straightforward and ethical manner. It is important that all clients and their families understand these guidelines for continuation of treatment provided by Creekwood Associates.

Risks & Benefits of Treatment

Before beginning therapy, you should be aware of the possible benefits and risks of counseling services. The majority of individuals, couples, and families who obtain behavioral health services benefit from the process. Benefits can include: improved mood and self-esteem, reduced distress, and greater ability to make choices towards physical, emotional, and relational health and wellbeing.

Therapy also has risks that can be unexpected or distressing. This may include: unwanted feelings or changes, feelings of unhappiness, anger, guilt, frustration, worry, or deep emotional pain. In addition, individuals, couples, and families may make important life decisions while in treatment. While your therapist will honor and respect your autonomy and self-determination, other people in your life may disagree with your decisions. This can be distressing to you or them. Please discuss treatment goals and procedures with your therapist, especially if you experience unexpected discomfort or are concerned about the impacts of treatment.

Appointments

All appointments are made in advance by phone, email, or in person at the time of your visit. Appointments are generally 45-55 minutes. Creekwood Associates runs the practice on time, and only on rare occasions will be running behind schedule. Please expect your appointment to start and end at the scheduled time. Discuss these policies with your therapist:

- *Late Arrivals:* If you arrive late to your appointment, you may be seen for the remainder of the time at the discretion of your therapist. However, lost time cannot be made up at that visit and can affect eligibility to bill insurance for your visit. This may result in a missed session fee (\$125), a self-pay fee (discuss with your therapist), or a late-attendance fee (\$40). If you expect to be late, please notify your therapist as soon as possible.
- *Cancellations/Missed Visits:* Each appointment time is reserved exclusively for a specific client. If you are unable to make an appointment, Creekwood Associates requires 24 hours advance notification. Otherwise, a \$125 fee for the session will be charged to you directly. Insurance plans do not cover missed appointment fees. This policy applies regardless of reason for the missed or canceled appointment.
- *Frequent Cancellations/Missed Visits:* Close monitoring of progress is an essential part of optimal care. In order to maintain an active client status, clients are expected to keep appointments as determined therapeutically necessary by you, your therapist, and your treatment team. Repeatedly missing or cancelling appointments, or going longer than six months without an appointment may result in your treatment status becoming inactive or your preferred appointment times being forfeited.

Appointments are required for the following services (additional fees may apply; discuss with your therapist):

- Phone calls, faxes or letters sent with communications/updates on how you or your child is doing, with callbacks or consultations requested as a result
- Discussions/updates regarding the treatment plan or care of a client
- In-person participation for IEP or 504 Meetings or associated consultations



Hours & Availability

Outside of your scheduled appointments, your therapist's availability varies. Sometimes therapists are unable to return calls as soon as you may require or want. Please discuss office hours, specific availability, and procedures about availability outside treatment appointments with your therapist.

- *Routine Phone Calls:* Routine questions are best made during regularly scheduled sessions when your concerns can be fully explored. Clients who require frequent or extended phone consultations may be billed for the additional time and effort. If your clinician is not reached directly, please leave a message on their voicemail with your name, a call back number, and a brief message. Discuss expectations for returned calls with your therapist.
- *Urgent Phone Calls:* Your clinician may or may not be available after office hours and/or on weekends for urgent clinical issues. A charge may apply for frequent after-hours phone calls.
- *Emergency Phone Calls:* In the case of life-threatening emergencies, please directly call 911 or go to the nearest emergency room.

Please be aware of the following **Local Crisis Intervention Services:**

- Kane County: 630-966-9393
- Kendall County: 630-553-1400
- DeKalb County: 866-242-0111
- DuPage County: 630-627-1700
- Trevor Lifeline: 866-488-7386 or text START to 678678
- Crisis Text Line: Text HOME to 741-741

Payments & Fees

Payment is expected at the time of services, and the client/guardian is responsible for all fees charged for services, as well as fees for missed sessions, late cancellations, or excessively late attendance that affects insurance coverage of that appointment. In cases where the client is a minor, the parent/guardian is responsible for the bill at the time of services. Creekwood Associates is not responsible for upholding financial arrangements between legal guardians, and payment must be made by the person accompanying the child to treatment. Creekwood Associates accepts cash, checks, and Visa, MasterCard, and Discover credit/debit cards.

If fees are not paid in a timely manner, collection agencies may be utilized in collecting unpaid debts, which will involve releasing client demographic information necessary to the collection agency to collect payment for services rendered. Creekwood Associates will charge a 25% collection fee should your account be turned over to a collection agency.

Insurance

You may choose to use insurance (a third-party payer) to pay for your care at Creekwood Associates; however, as you are responsible for your bill, it is in your best interest to verify the details of your insurance policy and that Creekwood Associates is an approved provider for your care. You remain responsible for any part of your bill that is not reimbursed by your insurance carrier. This includes deductibles, copayments, coinsurance, non-covered, ineligible, or unauthorized services. If using insurance to pay for services, you thereby authorize Creekwood Associates to release any medical information (including dates of service, types of service, diagnosis/treatment plans, treatment progress, progress notes) to process claims as dictated by your insurance company.



NOTICE OF PRIVATE INFORMATION PRACTICES

Creekwood Associates takes the care and dissemination of your protected health information (PHI) seriously. This Notice describes the procedures we use to protect your information, circumstances under which your personal health information may be disclosed, and your rights to your PHI. The rules for confidentiality of mental health records are dictated in the Illinois Mental Health and Developmental Disabilities Confidentiality Act, and the privacy rules of the Health Insurance Portability and Accountability Act (HIPAA). You should review these Acts to understand this information fully.

It is our priority to protect your health information.

At Creekwood Associates, every effort is made to keep your personal health information private, including the use of encrypted Electronic Medical Records, password restricted access to accounts and computers, confidential voicemail extensions, and locked/restricted physical access to offices. We are required to abide the terms of this Privacy Policy. In addition, the professionals at Creekwood Associates are required by law and the ethical standards of their respective professions to uphold your confidentiality. If you have any concerns about your privacy, please bring them to our attention.

How we use your health information:

Creekwood Associates may use your health information for treatment purposes (such as communicating within Creekwood Associates regarding your treatment plan), our operations (such as running our practice or contacting you), and payment purposes (such as when we submit a claim for payment to your health insurer).

You have a right to copy or review your mental health records.

You have the right to inspect and/or copy your health record. Emails that include clinical information may be included as part of the record. If, after reviewing your record, you believe that any statement is in error, you have a right to request that the person who made the entry make a correction, and we will respond within 60 days. Anytime you request a revision, your request and the action taken must be noted in the record. If a professional chooses to stand by a statement with which you disagree, you have the right to add a written supplement stating why you believe the entry is in error. Any time that section of the record is released, your supplement must be included.

The following individuals can access a mental health record without written authorization:

1. an adult recipient of services;
2. the parent or guardian of a child who is under 12 years of age;
3. the recipient if he is 12 years of age or older;
4. the parent or guardian of a recipient who is at least 12 but under 18, if the recipient does not object or if the therapist does not find that there is a compelling reason for denying access, but nothing in this statement is intended to prevent a parent or guardian of a child who is at least 12 but under 18 from requesting and receiving the following information: current physical and mental condition, diagnosis, treatment needs, services provided, and services needed;
5. a legal guardian of a recipient who is 18 or over;
6. an attorney, guardian ad litem, or power of attorney or other person who is legally authorized to access the records. We are happy to provide you with assistance in understanding the record.



We may release your records without your permission in some circumstances.

Some situations limit a client's right or ability to maintain privileged communication. Your psychiatrist or therapist may disclose a record without consent:

1. to a supervisor, consulting therapist, or member of the staff team participating in the provision of services, a record custodian, or a person acting under the supervision of the therapist;
2. when a psychiatrist or therapist believes a clear and immediate danger exists to one or more persons;
3. when disclosure is necessary to provide a recipient with emergency medical care or access to needed benefits when the recipient is not in a condition to waive or assert his or her rights;
4. when abuse or neglect of a child or vulnerable person is suspected;
5. when a psychiatrist or therapist is consulting with an employer, attorney, professional liability company, or other relevant business associate concerning the care or treatment he or she has provided, including disclosure to business associates who may help us pursue payment (but each of these recipients shall be held to HIPAA privacy standards and may not redisclose the information);
6. when a recipient introduces his or her mental condition or any aspect of services received for such condition as an element of a claim or defense;
7. in certain other legal situations where the court has decided that disclosure is directly relevant to the issue being investigated; and
8. when otherwise permitted or required by law

Furthermore, as part of the Illinois Firearm Concealed and Carry Act (PA98-063), clinicians are required to notify the Illinois Department of Human Services of anyone who is determined to be a "clear and present danger" to themselves or others or determined to be developmentally or intellectually disabled.

Additional Rights

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. We will honor all reasonable requests.
- You have the right to request restrictions on certain uses and disclosure of personal health information. However, Creekwood Associates is not required to agree to a requested restriction, and in some situations, is prohibited by law from agreeing to a requested restriction. If you pay for a service out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer, and we will agree, unless prevented by law.
- You have the right to request and receive a list (accounting) of disclosures of your PHI that we make to other individuals or entities. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make).
- You have the right to request a copy of this Privacy Policy at any point in time. Creekwood Associates reserves the right to change the terms of its Privacy Policy and to make the new Policy provisions effective for all PHI that it maintains. You will be notified of any material changes to the Policy.

If you believe your privacy has been violated:

Bring this concern to the attention of the Office Administrator in person or by calling 630.377.1414 x1. If you have a dispute that cannot be resolved, please contact the Privacy Officer, Dr. Eric Nolan.

You may also file a complaint with the Office for Civil Rights, U.S. Dept of Health & Human Services, 200 Independence Ave; S.W., Room 509F, HHH Building, Washington, DC 20201, or by calling 1-877-696-6775. There can be no retaliation for filing a complaint.