#### NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

- I. OUR PLEDGE REGARDING HEALTH INFORMATION: Oak & Associates, LLC (OABHCLLC) understand that health information about you and your health care is personal. OABHCLLC is committed to protecting health information about you. OABHCLLC creates a record of the care and services you receive from its staff, clinicians, independent contractors, and consultants. OABHCLLC needs this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which we may use and disclose health information about you. We also describe your rights to the health information we keep about you, and describe certain obligations we have regarding the use and disclosure of your health information. we are required by law to:
- Make sure that protected health information ("PHI") that identifies you is kept private. Give you this notice of our legal duties and privacy practices with respect to health information. Follow the terms of the notice that is currently in effect. We can change the terms of this Notice and such changes will apply to all information we have about you. The new Notice will be available upon request, in our office, and on our website.
- **II. HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:** The following categories describe different ways that we use and disclose health information. For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client's personal health information without the patient's written authorization, to carry out the health care provider's own treatment, payment or health care operations. We may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your person health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word "treatment" includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, we may disclose health information in response to a court or administrative order. We may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

#### III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

- Psychotherapy Notes. We do keep "psychotherapy notes" as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is: a. For my use in treating you. b. For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy. c. For our use in defending ourselves in legal proceedings instituted by you. d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA. e. Required by law and the use or disclosure is limited to the requirements of such law. f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes. g. Required by a coroner who is performing duties authorized by law. h. Required to help avert a serious threat to the health and safety of others.
- Marketing Purposes. As a mental and behavioral health services provider, OABHCLLC will not use or disclose your PHI for marketing purposes.
- Sale of PHI. As a mental and behavioral health services provider, OABHCLLC will not sell your PHI in the regular course of my business.

### IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR

**AUTHORIZATION**. Subject to certain limitations in the law, OABHCLLC can use and disclose your PHI without your Authorization for the following reasons:

- When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
- For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
- For health oversight activities, including audits and investigations.
- For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so.
- For law enforcement purposes, including reporting crimes occurring on our premises.
- To coroners or medical examiners, when such individuals are performing duties authorized by law.
- For research purposes, including studying and comparing the mental health of patients

- who received one form of therapy versus those who received another form of therapy for the same condition.
- Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
- For workers' compensation purposes. Although my preference is to obtain an Authorization from you, we may provide your PHI in order to comply with workers' compensation laws.
- Appointment reminders and health related benefits or services. We may use and disclose
  your PHI to contact you to remind you that you have an appointment with us. We may
  also use and disclose your PHI to tell you about treatment alternatives, or other health
  care services or benefits that we offer.

## V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.

• Disclosures to family, friends, or others. we may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

#### VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

- The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me OABHCLLC to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say "no" if I believe it would affect your health care or is a violation of our codes of ethics.
- The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
- The Right to Choose How We Send PHI to You. You have the right to ask OABHCLLC to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and we will agree to all reasonable requests.
- The Right to See and Get Copies of Your PHI. Other than "psychotherapy notes," you have the right to get an electronic or paper copy of your medical record and other information that we have about you. We will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and we may charge a reasonable, cost based fee for doing so.
- The Right to Get a List of the Disclosures We Have Made. You have the right to request a list of instances in which we have disclosed your PHI for purposes other than treatment,

payment, or health care operations, or for which you provided me with an Authorization. We will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list we will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, OABHCLLC will charge you a reasonable cost based fee for each additional request.

- The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that we correct the existing information or add the missing information. OABHCLLC may say "no" to your request, but we will tell you why in writing within 60 days of receiving your request.
- The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

#### EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on September 20, 2013

Acknowledgement of Receipt of Privacy Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By checking the box below, you are acknowledging that you have received a copy of HIPPA Notice of Privacy Practices.

#### INFORMED CONSENT FOR PSYCHOTHERAPY

#### **General Information**

#### CONTRACT & CONSENT

You, the client or parent/guardian of the client do voluntarily consent and authorize clinicians at Oak & Associates, LLC to administer psychotherapy. You are aware that the practice of psychotherapy is not an exact science and you acknowledge that no guarantees have been made regarding the result of treatment.

You understand that OABHCLLC and its clinicians practice under the ethical guidelines set forth by the states of Kentucky and Indiana, respectively and our respective professional regulatory associations. You further understand that OABHCLLC or its clinicians will make appropriate referrals for you if you have needs that we are unable to address.

Insurance companies/3rd Party Payers may require you to return a Coordination of Benefits (COB) form. If you do not meet this requirement, you remain responsible for the total cost of the related sessions.

You understand and agree to the above fees and responsibilities and will notify OABHCLLC or your clinician(s) immediately of any change in your insurance coverage.

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

The Therapeutic Process You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. OABHCLLC cannot promise that your behavior or circumstance will change. OABHCLLC can promise to support you and do our best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

**Confidentiality** The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of

confidentiality exist and are itemized below:

- If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
- If a client threatens grave bodily harm or death to another person.
- If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
- Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
- Suspected neglect of the parties named in items #3 and #4.
- If a court of law issues a legitimate subpoena for information stated on the subpoena.
- If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

#### MANDATORY RELEASE OF INFORMATION

You acknowledge that we (OABHCLLC) are obligated by law and professional regulations to report any information obtained regarding the following:

Kentucky law **(KRS 620)** requires that a report be made when a child is abused or neglected. Both physical and sexual abuse must be reported. Any sexual activity involving a child and an adult is considered abuse, including: Intimate touching, fondling, masturbation, or penetration · Exposure to pornography · Genital exposure, including via "sexting" or other use of technology · Sexual exploitation, including acts related to pornography and prostitution · Abuse or neglect by a person in any position of authority or special trust · Anytime a person 21 years old (or older) commits or allows an act of sexual abuse, sexual exploitation, or prostitution upon a child less than 16 years old, that have never been reported to the appropriate Indiana/Kentucky state agency.

KRS 209 requires that current incidents of abuse upon a vulnerable adult that has never been reported to the appropriate state agency in Kentucky. A vulnerable adult is an adult with a mental or physical disability who is unable to manage their resources, carry out the activities of daily living, or protect themselves from neglect, exploitation, or a hazardous or abusive situation without assistance from others, and who may be in need of protective services, must report this to the Cabinet for Health and Family Services.

**KRS 209A** law requires healthcare and mental healthcare professionals to provide educational material to victims of domestic and dating violence with whom they have had a professional interaction. This law also requires these same professionals to make a report to police IF requested to by the victim and to report to police if they believe that the death of a victim may be related to domestic or dating violence.

KRS 202A law requires physician, psychiatrist, and mental health professionals as defined, by KRS 319, KRS 314, KRS 335.100, KRS 335.080, KRS 335.300, KRS 335.399, KRS 335.500, KRS 335.599, KRS309.130, KRS 335.600, KRS 335.699 to report/warn law enforcement of any specific threats to cause physical harm to any identified individual(s), where there is a plan, available means/methods and the client refuses to take appropriate actions to not follow through with the threat. In the case of suicidal behavior, the next of kin will be notified and a mental inquest warrant may be issued. In the case of homicidal behavior notification of law enforcement and the intended victim(s) will also occur.

Any breach of a court order, specifically a restraining order, no-contact order, or protective order, must be reported to the courts.

Failure to cooperate with treatment plans ordered by the court, probation, parole or Adult/Child Protective Services.

Occasionally OABHCLLC may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

If we see each other accidentally outside of the therapy office, we will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to us, and we do not wish to jeopardize your privacy. However, if you acknowledge OABHCLLC clinicians or staff first, we will be more than happy to speak briefly with you, but feel it is appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

PRACTICE POLICIES
FINANCIAL POLICY & AGREEMENT

Fees are \$360.00 for the initial 60-90 minute session: Dr. Oak

Fees are \$180 for the initial 60-90 minute session: Clinical Associate.

Fees are \$120.00 for the initial 60-90 minute session: Associate Clinician

Fees are \$25.00 for the initial 60-90 minute session: Student Intern

Each additional session is \$240.00 per 50 minute session with Dr. Oak, or \$120.00 Clinical Associate, or \$100.00 Associate Clinician, or \$25.00 Student Intern.

A fee of \$25.00 to \$50.00 is charged for group counseling: Dr. Oak, Clinical Associate, Associate Clinician.

Testing fees are dependent upon the instrument selected for assessment. The fee for testing includes scoring and report-writing time.

Full fee payments, co-pays and deductibles are due prior to each session. If you use insurance, then the fees are based on the contract rate between the insurance company and Oak & Associates, LLC.

All co-pay and deductible amounts are informed estimates until an Explanation of Benefits is received from your insurance.

In hardship, fee payment may be negotiated.

There will be a professional fee applied (\$240.00/hr or prorated) for reports, letters or emails reviewed or written on your behalf to other providers, agencies, or organizations. There is no fee for the initial or follow-up letters to your primary care provider around your participation in therapy or coordination of medication management issues. Please note insurance does not cover report or letter writing fees.

A fee of \$240.00 Dr. Oak, \$120.00 Clinical Associate, \$100.00 Associate Clinician, \$25.00 Student Intern, or the contracted insurance rate (the contracted rate between OABHCLLC and the insurance company\*\*) is charged for missed appointments, cancellations, or rescheduling of appointments with less than 48-hours' notice. Reimbursement/credit to your account is provided for documented emergencies provided to OABHCLLC cwithin 36 hours of cancellation notice.

You must give notice by leaving a message on voice mail or speaking directly with the therapist, Dr. Oak, or OABHCLLC Staff, OR submitting a cancellation request through online scheduling with at least 48 hours notice.

Arriving late for your appointment shall not interfere with client appointments scheduled after you. If you are late, your session may need to be shortened and you will be charged the full amount of the scheduled time; you may also be charged a late fee.

All charges not covered by insurance are and remain your responsibility.

#### APPOINTMENTS, CANCELLATIONS and RESCHEDULING

Appointments missed, canceled, or rescheduled without 48 HOURS ADVANCE NOTICE is subject to a \$240.00 Dr. Oak, \$120.00 Clinical Associate, \$100.00 Associate Clinician, \$25.00 Student Intern session fee or the contracted insurance rate unless it meets requirements outlined in the Contract for Service. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time. The standard meeting time for psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 50-minute session needs to be discussed with the therapist in order for time to be scheduled in advance

Returned checks incur a \$50 fee in addition to bank fees. Court, parole, disability, CPS, Emotional Support Animals (ESA) Evaluations and Letters or similar services are provided at the standard fee rate billed in 15 minute increments of \$60.00 each. The above fees are never covered by insurance. Mental health financial services may be available for clients who qualify.

Our billing office works with clients to set up payments if necessary. Accounts are sent to a collection agency only when payment cannot be arranged. You agree for the release of any information necessary to obtain payment.

A properly signed and executed contract for services explaining all costs and financial policies, including credit/debit card information and authorization is required at your initial appointment to continue receiving services.

#### **CARD AUTHORIZATION**

(MC/V/AMEX/DSC, Debit, Health Savings Account, etc.)

You understand that in order to keep business procedures simple and straight-forward so that we may focus on helping YOU. Therefore, you are strongly urged to agree to the Card Authorization. Doing so simplifies payment of co-pays, deductibles, and no-show/late cancellation fees.

#### RELEASE OF INSURANCE AND ASSIGNMENT

You authorize the release of any information necessary to process your insurance claims and to document treatment.

You authorize and request payment of benefits directly to Oak & Associates, LLC or its representatives. You agree that this authorization will cover all services rendered by Oak & Associates, LLC

You further agree that a copy of your authorization and signature may be used in lieu of the original.

You acknowledge being responsible for all remaining non-covered fees such as co-pays and deductibles and any other non-contracted services that OABHCLLC may provide.

Non-covered fees must be paid before any service is provided.

# This Agreement states that your insurance company may limit the number of sessions for which they will pay.

Your insurance company contracts with us for discounts off our standard fees. You remain responsible for all remaining non-covered fees.

#### MINOR CLIENTS

In certain situations OABHCLLC may have to see proof of guardianship, custody or court orders.

If you are a minor, your parents may be legally entitled to some information about your therapy. OABHCLLC clinicians will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

#### PRIVACY POLICY

Your personal health information (PHI) is used for treatment and to arrange payment for services.

You have the right to look at your PHI and have one free copy. You have the right to a complete copy of this Privacy Policy.

If you believe your PHI is not accurate, you can request OABHCLLC to make changes. This request must be made in writing and make sure it is received by our office. You must specify the reasons you desire the changes to be made.

If you believe your privacy rights have been violated, you have a right to file a complaint. The complaint can be filed with our office or with the Cabinet of Human Services. Complaints must be in writing.

#### **AUTHORIZATIONS & REFERRALS**

OABHCLLC will make every effort to obtain authorization from 3rd Party Payers. However, **YOU** are ultimately responsible to obtain authorizations & referrals required by YOUR 3rd-party payers in order to receive services.

HMO plans always require referral from your Primary Care Provider.

Employee Assistance Plans (EAP) always require that written authorization is provided to receive services.

Your failure to do so makes you responsible for the full fee.

#### RELEASE OF INFORMATION

You understand the Release of Information (ROI) is a legal requirement for Dr. Oak and/or any OABHCLLC clinician or student intern to see you.

The ROI allows me to contact others, if necessary.

Many 3rd-party payers require that I must contact your primary care provider, psychiatrist, or referring practitioner – unless you opt-out.

The ROI must be signed.

#### **COURT LITIGATION**

You understand that in litigation my role is to not make recommendations for the court or to testify concerning opinions on issues involved in the litigation.

You agree to call me as a witness in any litigation **ONLY upon prepayment**.

Probation, disability and court paperwork are your personal responsibility and is billed at \$240/ hour at \$60.00 per 15-minute increments.

Court appearances are billed at \$500/hour and must include travel and wait times. Increments are hourly. Court appearance cancellations with less than 48 hours-notice require payment for the court and travel time scheduled at a rate of \$250/hour.

#### MENTAL HEALTH BENEFIT USE

You acknowledge that if YOU use your mental health benefit, your insurance agreements require the therapist to provide a mental health diagnosis becoming part of your permanent medical record. Additional clinical information sometimes requires additional information such as a treatment plan or a copy of the entire record. This information becomes part of the insurance company files. All insurance companies claim to keep such information confidential, but once it is in their hands, OABHCLLC, its employees, contractors, staff, and clinicians have no control over what they do with that information. Please remember that you always have a choice to bypass the insurance altogether and pay a negotiated fee out of pocket.

#### TELEPHONE ACCESSIBILITY

If you need to contact OABHCLLC, its staff, clinicians, contractors, or management between sessions, please leave a message on voice mail. We are often not immediately available; however, we will attempt to return your call within 24 hours. Please note that Face- to-face sessions are highly preferable to telehealth sessions. However, in the event that you are out of town, sick or need additional support, telehealth sessions may be available. If a true emergency situation arises, please call 911 or any local emergency room.

**SOCIAL MEDIA AND TELECOMMUNICATION** Due to the importance of your confidentiality and the importance of minimizing dual relationships, Dr. Oak and OABHCLLC staff or clincians do not accept friend or contact requests from current or former clients on any personal social networking site accounts (Facebook, LinkedIn, Twitter, Instagram, etc). OABHCLLC believes that adding clients as friends or contacts on personal account social networking sites can compromise your confidentiality and our respective privacy. It may also

blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it. OABHCLLC does maintain corporate social media accounts and existing and former clients, as well as the general public are free to submit friend requests, join specific groups controlled by OAHCLLC,, or follow the pages, blogs, etc. if you so choose. Again, doing so may compromise your confidentiality with regard to services at OABHCLLC>

#### **ELECTRONIC COMMUNICATION**

OABHCLLC cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, OABHCLLC staff and clinicians may do so. While OABHCLLC staff and clinicians may try to return messages in a timely manner, we cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

For purposes of this section,"telehealth" means the use of interactive audio, video, or other electronic media to deliver health care. It includes the use of electronic media for diagnosis, consultation, treatment, transfer of health or medical data, and continuing education under the KRS 335.380(3). If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telehealth session of any of your identifiable images or information from the telehealth interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telehealth. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms

or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

#### **TERMINATION**

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. treatment may be terminated and after appropriate discussion with you and a termination process if OABHCLLC, its employees, contractors, staff, and clinicians determine that the psychotherapy is not being effectively used or if you are in default on payment. The therapeutic relationship will not be terminated without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, OABHCLLC will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, OABHCLLC must consider the professional relationship discontinued.

#### RELEASE OF INSURANCE AND ASSIGNMENT

You authorize the release of any information necessary to process your insurance claims and to document treatment.

You authorize and request payment of benefits directly to Oak & Associates, LLC or its representatives. You agree that this authorization will cover all services rendered by Oak & Associates, LLC

You further agree that a copy of your authorization and signature may be used in lieu of the original.

You acknowledge being responsible for all remaining non-covered fees such as co-pays and deductibles and any other non-contracted services that I may provide.

Non-covered fees must be paid before any service is provided.

This Agreement states that your insurance company may limit the number of sessions for which they will pay.

Your insurance company contracts with us for discounts off our standard fees. You remain responsible for all remaining non-covered fees.

#### **SOCIAL MEDIA POLICY**

This document outlines Oak & Associates, LLC policies related to use of Social Media. Please read it to understand how OABHCLLC and its contractors, staff, and employees conduct themselves on the Internet as a mental health professionals and how you can expect responses to various interactions that may occur between us on the Internet.

As new technology develops and the Internet changes, there may be times when our company needs to update this policy. When such updates occur, OABHCLLC will notify you in writing of any policy changes and make sure you have a copy of the updated policy. Friending—contractors, clinicians, and employees do not accept friend or contact requests from current or former clients on any personal social networking site (Facebook, LinkedIn, Snap Chat, etc.). It is our belief and policy that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of the therapeutic relationship. If you have questions about this, please bring them up when you meet your therapist for further discussion.

#### Fanning

OABHCLLC believes having clients as Facebook Fans creates a greater likelihood of compromised client confidentiality and believes it is best to be explicit to all who may view our list of Fans to know that they it may include client names on that list who have made that choice after acknowledging full disclosure of the potential confidentiality risks associated with the choice to Fan the company's page. Note that you should be able to subscribe to the page via RSS without becoming a Fan and without creating a visible, public link to my Page. You are more than welcome to do this.

#### **Following**

OABHCLLC publishes a blog or blogs on its website and mental health and relationship news on Twitter. OABHCLLC has no expectation that you as a client will want to follow our blog or Twitter stream. However, if you use an easily recognizable name on Twitter and we happen to notice that you have followed me there, we may briefly discuss it and its potential impact on our working relationship.

Our primary concern is your privacy. If you share this concern, there are more private ways to follow us on Twitter (such as using an RSS feed or a locked Twitter list), which would eliminate your having a public link to my content. You are welcome to use your own discretion in choosing whether to follow our feed. Note that OABHCLLC will not follow you back. We only follow other health professionals on Twitter and OABHCLLC and staff does not follow current or former clients on blogs or Twitter. Our reasoning is that we believe casual viewing of clients' online content outside of the therapy hour can create confusion about whether it is being done as a part of your treatment or to satisfy personal curiosity. In addition, viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with OABHCLLC or your therapist, please bring them into your sessions where you and your therapist can view and explore them together, during the therapy hour.

#### **Interacting**

Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to OABHCLLC staff or therapists. These sites are not secure and these messages may not be read in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with OABHCLLC staff and therapists in public online if we have an already established client/therapist relationship. Engaging this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. If you need to contact OABHCLLC or your therapist between sessions, the best way to do so is by phone. Direct email at csoak (at) oabhc (dot) com is second best for quick, administrative issues such as changing appointment times. See the email section below for more information regarding email interactions. Use of Search Engines It is NOT a regular part of OABHCLLC's practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If there is reason to suspect that you are in danger and you have not been in touch with your therapist via usual means (coming to

appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if such action is necessary, it will be fully documented and discussed with you at your next appointment.

#### Google Reader

OABHCLLC or its staff do not follow current or former clients on Google Reader and do not use Google Reader to share articles. If there are things you want to share with your therapist that you feel are relevant to your treatment whether they are news items or things you have created, we encourage you to bring these items of interest into your sessions.

#### **Business Review Sites**

You may find OABHCLLC on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places, which list businesses. Some of these sites include forums in which users rate their 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 our listing on any of these sites, please know that our listing is NOT a request for a testimonial, rating, or endorsement from you as our client. Of course, you have a right to express yourself on any site you wish. However, due to confidentiality, I 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 OABHCLLC takes our commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with OABHCLLC staff about your feelings about our work, there is a good possibility that it may never be seen. When working together with your therapist, we hope that you will bring your feelings and reactions to your work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with OABHCLLC or staff wherever and with whomever you like. Confidentiality means that OABHCLLC and staff cannot tell people that you are our client and our Ethics Code prohibits us from requesting testimonials. However, you are more than welcome to tell anyone you wish that OABHCLLC or our clinician were your therapist or how you feel about the treatment provided to you, in any forum of your choosing. If you do choose to write something on a business review site, we hope you will keep in mind that you may be sharing personally revealing information in a public forum. We urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection. If you feel, we have done something harmful or unethical and you do not feel comfortable discussing it with us, you can always contact the Board, which oversees licensing of the therapist whom you see, and they will review the services that have been provided.

#### **Location Based Services**

If you used location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. We do not place OABHCLLC as a check-in location on various sites such as Foursquare, Gowalla, Loopt, etc. However, if you have GPS tracking enabled on your device, it is possible that others will surmise that you are a therapy client due to regular check-ins at our office on a weekly/biweekly basis. Please be aware of this

risk if you are intentionally "checking in", from our office or if you have a passive LBS app enabled on your phone. Email-- We prefer using email only to arrange or modify appointments. Please do not email content related to your therapy sessions, as email is not completely secure or confidential. If you choose to communicate with OABHCLLC or your clinician be aware that all emails are retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should also know that any emails receive from you and any responses that are sent to you become a part of your legal record.

#### Conclusion

Thank you for taking the time to review OABHCLLC's Social Media Policy. If you have questions or concerns about any of these policies and procedures or regarding our potential interactions on the Internet, do bring them to our attention so that we can discuss them.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.