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## **Notice of Psychologist's Policies and Practices to Protect the Privacy Of Your Health Information**

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. AFTERWARDS FEEL FREE TO ASK YOUR THERAPIST ANY QUESTIONS YOU HAVE ABOUT IT.

### **I. Uses and Disclosures for Treatment, Payment, and Health Care Operations:**

We may use or disclose your Protected Health Information (PHI) for treatment, payment, and Health Care Operations purposes with your consent.

To help clarify these terms, here are some definitions.

- *PHI* refers to information in your health record that could identify you.
- *Treatment, Payment, and Health Care Operations*
  - Treatment is when we provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
  - Payment is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose our PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility of coverage.
  - Health Care Operations are activities that relate to the performance and operation of our practice. Examples of health care operations are quality assessments and improvement activities, business related matters such as adults and administrative services, case management and care coordination, and peer supervision/Consultation.
- *Use* applies only to activities within our office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- *Disclosure* applies to activities outside our office such as releasing, transferring, or providing access to information about you to other parties.

### **II. Uses and Disclosures Requiring Authorization:**

We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "authorization" can also be called a "release of information": written permission above and beyond the general consent permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment, and health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your psychotherapy notes.

Psychotherapy Notes are notes we have made about our conversation during or following a private, group, joint, or family counseling session. In addition to the paper copy of your psychotherapy notes, a copy of them may also be kept on a disc containing only your information in a separate partitioned holder. Both the paper notes and the discs will be kept locked when not in use, and only your therapist will have access to these portions of your records.

You may revoke all such authorizations at any time, provided each revocation is in writing, with a few exceptions. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.



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You should be aware that when enrolling in or signing documents from some insurance companies you might be waiving certain rights and allowing access to documents in your record. Also, in order to join your insurance network, many insurance companies require that the therapist agree to full or partial access to PHI. For these reasons, and others, we chose to limit our in-network involvement. We suggest that you contact your insurance company regarding their policies and procedures.

In order to process billing and other documentation, office staff will have access to portions of your records. We use a transcription service for some reports. Office managers and transcription services are also bound by confidentiality.

### **III. Uses and Disclosures with Neither Consent nor Authorization:**

We may use or disclose PHI without your consent or authorization in the following circumstances:

- a. **Child Abuse:** If we have reasonable cause to believe that a child has been subject to abuse and we have sufficient identifiable information, we must report this immediately to the New Jersey Division of Youth and Family Services
- b. **Adult and Domestic Abuse:** If we reasonably believe that a vulnerable adult is the subject of abuse, neglect, or exploitation, we may report the information to the county adult protective services provider.
- c. **Health Oversight:** If the New Jersey State Board of Psychological Examiners issues a subpoena, we may be compelled to testify before the Board and produce your relevant records and papers.
- d. **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about the professional services that we have provided you and/or the records thereof, such information is privileged under state law, and we must not release this information unless we have written authorization from you or your legally appointed representative, or else if we receive a subpoena or a court order. This privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. We must inform you in advance if this is a case. In divorce situations, in which one spouse may pursue the records of a child or the family, this also may result in judicial action that requires records to be released.
- e. **Serious Threat to Health or Safety:** If you communicate to us a threat of imminent serious physical violence against a readily identifiable victim, yourself, or the public, and we believe you intend to carry out that threat, we must take steps to warn and protect. We also must take such steps if we believe you intend to carry out such violence, even if you have not made a specific verbal threat. The steps we take to warn and protect may include arranging for you to be admitted to a psychiatric unit of a hospital or other health care facility, advising the police of your threat and the identity of the intended victim, warning the intended victim or his/her parents if the intended victim is under 18, and warning your parents, if you are under 18.
- f. **Worker's Compensation:** If you file a worker's compensation claim, we may be required to release relevant information from your mental health records to a participant in the worker's compensation case, a reinsurer, the health care provider, medical and non-medical experts in connection with the case, the Division of Worker's Compensation, or the Compensation Rating and Inspection Bureau.

### **IV. Patient's Rights and Psychologists Duties:**

Patients' Rights:

*Right to Request Restrictions:* You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request.



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*Right to Receive Confidential Communications by Alternative Means and at Alternative Locations:* You have the right to request and receive confidential communications of PHI by alternative means and locations. (For example, you may not want a family member to know you are in therapy here. Upon your request, we will send bills to another address.)

*Right to Inspect and Copy:* You have the right to inspect and/or obtain a copy of PHI and psychotherapy notes in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in our records. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. At your request, we will discuss with you the details of the request and the denial process.

*Right to Amend:* You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. At your request, we will discuss with you the details of the amendment process.

*Right to an Accounting:* You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). Upon your request, we will discuss with you the details of the accounting process.

*Right to a Paper Copy:* You have the right to obtain a paper copy of the notice from us upon request.

**Psychologists' Duties:**

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI.

We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.

**V. Definition of a HIPAA Breach:**

A breach is, generally, an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the PHI such that the use or disclosure poses a significant risk of financial, reputational, or other harm to the affected individual. There are three exceptions to the definition of "breach". The first exception applies to the unintentional acquisition, access, or use of PHI by a workforce member acting under the authority of a covered entity or business associate. The second exception applies to the inadvertent disclosure of PHI from a person authorized to access PHI at a covered entity or business associate. In both cases, the information cannot be further used or disclosed in a manner not permitted by the Privacy Rule. The final exception to breach applies if the covered entity or business associate has a good faith belief that the unauthorized individual, to whom the impermissible disclosure was made, would not have been able to retain the information.

Following a breach of unsecured PHI by organizations covered by the HIPPA Privacy and Security Rules, there will be notification of the breach to affected individuals and others, where appropriate. We will attempt to inform affected individuals first in person and will notify the person in writing only if not able to meet directly to discuss the breach. We will document in your PHI that we discussed the nature and remedy of the breach.



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**VI. Questions and Complaints:**

If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact your therapist, Dr. Dorff or Dr. Tamm at 732-873-5570

If you believe that your privacy rights have been violated and you wish to file a complaint with us or our office, you may send your written complaint to Strides in Psychotherapy, P.C., 15 Clyde Road, Suite 102, Somerset, NJ 08873, c/o Dr. Dorff or Dr. Tamm.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. We can provide you with the appropriate address upon request. You can also obtain that address from the New Jersey Psychological Association, which is listed online or in the telephone book and can also be obtained by using directory assistance.

You have specific rights under the Privacy Rule. We will not retaliate against you for exercising your right to file a complaint.

**VII. Effective Date, Restrictions and Changes to Privacy Policy:**

This notice will go into effect on December 4, 2012.

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(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Second Name)

\_\_\_\_\_  
(Second Person's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Witness)