



## Doray Psychological Services, P.L.L.C.

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# HIPAA Notice of Privacy Practices For Protected Health Information

*This notice describes how clients' health care information may be used and disclosed and how they can get access to this information.*

Doray Psychological Services, P.L.L.C. (DPS) is permitted by federal privacy laws to make uses and disclosures of a client's health information for purposes of treatment, payment, and health care operations. Protected health information is the information we create and obtain in providing our services to the client. Such information may include documentation of the client's symptoms, examination and test results, diagnoses, treatment, and applying for future care or treatment. It also includes billing-related documents for those services.

## I. Uses and Disclosures of Protected Health Information

**Protected health information (PHI)** is information that can be used to identify the client (for example, name, social security number, telephone number), and relates to past, present or future health conditions, treatment, and related health care services. A client's protected health information may be used by DPS and disclosed to others in order to provide treatment to the client, obtain payment for the services provided to the client, carry out the health care operations necessary to support our practice, and fulfill any other purpose permitted or required by law.

**Treatment** refers to the use and disclosure of PHI to provide, coordinate, and manage a client's health care and related services. Examples of treatment include but are not limited to meeting with DPS clinicians for the purpose of evaluation, testing, and/or therapy. In order to coordinate the client's care, we may talk to other health care providers, such as the client's primary care physician or psychiatrist. If we refer the client to another health care provider, we may give the other provider information about the client so that they can be more effectively evaluated and/or treated. If we believe that the client is at risk of harming himself or herself, we may disclose information about him or her to family members, partners, friends, other health care providers, or legal authorities to the extent needed to ensure his or her safety. When the client's clinician is away from the office for an extended period of time, a colleague may cover their practice and take emergency calls. The client's clinician will provide their colleague with any information about the client that they believe will be necessary to assist during their absence.

**Payment** refers to the use and disclosure of the client's PHI to obtain payment for the health care services provided to him or her. Examples of payment activities include but are not limited to calling the client's health insurer to verify coverage/benefits, sending treatment plans to the health insurer in order to get pre-authorization for treatment, submitting health insurance claims to the health insurer, and collection activities.

**Health Care Operations** refers to the use and disclosure of the client's PHI to carry out the business activities of DPS practice. Examples of health care operations include but are not limited to quality assessment and improvement activities; performance evaluation, enhancement, and/or training activities; health care fraud and abuse detection/compliance; and arranging for legal services to enforce/defend DPS legal rights.

- **Use** applies only to activities within the DPS office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies the client.
- **Disclosure** applies to activities outside of the DPS office, such as releasing, transferring, or providing access to information about you to other parties.

## II. Uses And Disclosures Requiring Authorization

DPS may use or disclose PHI for purposes outside of treatment, payment, or health care operations when appropriate authorization is obtained. An **authorization** is written permission above and beyond the general consent that permits only specific disclosures. In those instances when DPS is asked for information for purposes outside of treatment, payment or health care operations, we will obtain an authorization from the client or the client's legally authorized representative before releasing this information. We also will obtain an authorization before releasing psychotherapy notes. **Psychotherapy notes** are notes the clinician has made about their conversation with the client during a private, group, joint, or family counseling session, which they have kept separate from the rest of the health care record. These notes are provided a greater degree of protection than PHI.

The client or client's legally authorized representative may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. They may not revoke an authorization to the extent that (1) DPS has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

DPS will also obtain an authorization from the client or client's legally authorized representative before using or disclosing:

- PHI in a way that is not described in this **Notice**.

## III. Uses And Disclosures With Neither Consent Nor Authorization

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

- **Child Abuse.** If we have reasonable cause to suspect that a child has been subjected to child maltreatment or has died as a result of child maltreatment, or we have observed a child being subjected to conditions or circumstances that would reasonably result in child maltreatment, we must immediately notify the child abuse hotline.
- **Adult and Domestic Abuse.** If we have reasonable cause to suspect that an endangered or impaired adult has been subject to conditions or circumstances that would reasonably result in abuse, sexual abuse, neglect or exploitation, we must immediately report this to an appropriate authority.
- **Health Oversight Activities.** If we receive a subpoena from the Arkansas Psychology Board, we may be required to disclose PHI to comply with that subpoena.
- **Judicial and Administrative Proceedings.** If the client is involved in a court proceeding and a request is made for information about his or her diagnosis and treatment and the records thereof, such information is privileged under state law, and we will not release information without a court order or the written authorization of the client or the client's legally appointed representative. The privilege does not apply when the client is being evaluated for a third party or where the evaluation is court-ordered. The client or client's legally authorized representative will be informed in advance if this is the case.
- **Serious Threat to Health or Safety.** If the client communicates to DPS a threat of physical violence against a reasonably identifiable third person, we may disclose relevant PHI and take the reasonable steps permitted by law to prevent the threatened harm from occurring. If we believe that there is an imminent risk that the client will inflict serious physical harm on himself or herself, we may disclose information in order to protect him or her.

- **Worker's Compensation.** We may disclose PHI as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.
- When use and disclosure without the consent or authorization of the client or client's legally authorized representative is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law. This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

There may be additional disclosures of PHI that we are required or permitted by law to make without your consent or authorization, however the disclosures listed above are the most common.

#### IV. Client Rights

- The client or client's legally authorized representative has the **right to request restrictions** on certain uses and disclosures of protected health information about the client. We may but are not required to agree to any restrictions requested.
- The client or client's legally authorized representative has the **right to receive confidential communications of PHI by alternative means and at alternative locations.**
- The client or client's legally authorized representative has the **right to inspect and/or obtain a copy of the client's PHI** for as long as the PHI is maintained. The request must be made in writing and we will charge a fee for the costs associated with inspecting/copying the information. Under certain circumstances, we may deny the request. At the request of the client or client's legally authorized representative, we will discuss with them the details of the request and denial process.
- The client or client's legally authorized representative has the **right to request an amendment of the client's PHI.** The request must be made in writing and must provide a reason to support the requested amendment. We may deny the request. At the request of the client or client's legally authorized representative, we will discuss with them the details of the amendment process.
- The client or client's legally authorized representative generally has the **right to receive an accounting of disclosures** of the client's PHI for which neither consent nor authorization has been provided. At the request of the client or client's legally authorized representative, we will discuss with them the details of and exceptions to the accounting process. The first accounting provided within a 12 month period is free. A fee will be charged for each subsequent request within a 12-month period.
- The client or client's legally authorized representative has the **right to obtain a paper copy** of the notice from DPS upon request, even if they have agreed to receive the notice electronically.
- The client or client's legally authorized representative has the **right to restrict disclosures** when they have paid for the client's care out of pocket. The client or client's legally authorized representative has the right to restrict certain disclosures of PHI to a health plan when they pay out-of pocket in full for our services.
- The client or client's legally authorized representative has the **right to be notified if there is a breach of the client's unsecured PHI.** They have a right to be notified if: (a) there is a breach (a use or disclosure of PHI in violation of the HIPAA Privacy Rule) involving the client's PHI; (b) that PHI has not been encrypted to government standards; and (c) our risk assessment fails to determine that there is a low probability that the client's PHI has been compromised. See breach **Addendum** below.

## V. Our Duties

- We are required by law to maintain the privacy of PHI and to provide the client or client's legally authorized representative with a 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 the client or client's legally authorized representative of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our privacy policies and procedures, we will provide all current clients with a written copy of the revised Notice. Former clients will be notified of revisions only upon request.

## VI. Complaints

If you believe that we have violated the client's privacy rights or you disagree with a decision we have made about access to the client's PHI, please notify DPS in person, by phone at (501) 404-2207, or by mail at 212 N. McKinley St., Little Rock, AR 72205. You also may file a complaint with the Regional Office for Civil Rights, U.S. Department of Health and Human Services, 1301 Young Street, Suite 1169, Dallas, TX 75202; Telephone: (214) 767-4056 or (800) 368-1019; Fax: (214) 767-0432; TDD: (214) 767-8940.

## VII. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on May 15, 2014. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. Current clients will be provided with a copy of the revised Notice. Former clients will be given a copy of the revised notice upon request.

### **Breach Notification Addendum to Policies & Procedures**

- When DPS becomes aware of or suspects a breach as defined below, DPS will conduct a risk assessment. The risk assessment considers the following four factors to determine whether PHI has been compromised: ***the nature and extent of PHI involved; to whom the PHI may have been disclosed; whether the PHI was actually acquired or viewed; and the extent to which the risk to the PHI has been mitigated.*** DPS will keep a written record of that risk assessment. The HITECH Act added a requirement to HIPAA that psychologists (and other covered entities) must give notice to patients and to HHS if they discover that ***unsecured*** Protected Health Information (PHI) has been breached. A ***breach*** is defined as the acquisition, access, use or disclosure of PHI in violation of the HIPAA Privacy Rule. Examples of a breach include but are not limited to stolen or improperly accessed PHI, PHI inadvertently sent to the wrong provider, and unauthorized viewing of PHI by an employee in the practice. PHI is "unsecured" if it is not encrypted to government standards.
- Unless DPS determines that there is a low probability that PHI has been compromised, DPS will give notice of the breach. If notice is required, DPS must notify any client affected by a breach without unreasonable delay and within 60 days after discovery. A breach is ***discovered*** on the first day that DPS knows (or reasonably should have known) of the breach.
- The risk assessment can be conducted by a business associate if it was involved in the breach. While the business associate will conduct a risk assessment of a breach of PHI in its control, DPS will provide any required notice to clients and to HHS.
- After any breach, particularly one that requires notice, DPS will re-assess its privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.



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### HIPAA Privacy Documentation *Acknowledgment of Receipt of Notice of Privacy Practices*

- The **Notice of Privacy Practices** tells me how Doray Psychological Services, P.L.L.C. will use the client's health information for the purposes of treatment, payment for treatment, and health care operations.
- The **Notice of Privacy Practices** also explains in more detail how Doray Psychological Services, P.L.L.C. may use and share the client's health information for other than treatment, payment, and health care operations.
- Doray Psychological Services, P.L.L.C. also will use and share the client's health information as required or permitted by law.
- I acknowledge that I have received a copy of the Provider's **Notice of Privacy Practices** with the effective date of 5/15/2014.

I understand and agree to the statements above.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Signature of Client's Legally Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Client's Legally Authorized Representative

\_\_\_\_\_  
Relationship of Legally Authorized Representative to Client