



NOTICE OF PRIVACY PRACTICES

ACKNOWLEDGEMENT OF RECEIPT FORM

This form, when completed by you, acknowledges that you have received a copy of the Notice of Privacy Practices for Neurobehavior North, Inc.

I, _____, acknowledge that I have received a copy of the Notice of Privacy Practices for Neurobehavior North, Inc. on this date

_____ 20____.

Signature of Patient or Personal Representative _____

If the acknowledgement is signed by a personal representative of the patient, the name of the patient and a description of such representative's authority to act for the patient must be provided below:

Patient's name (Print): _____

Signature: _____ Date: _____

Authority to act for patient: _____

(Example - parent or legal guardian)

Notice of Psychologists' Policies and Procedures 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.

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

Neurobehavior North, Inc. 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 Neurobehavior North, Inc. provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when Neurobehavior North, Inc. consults with another health care provider, such as your family physician or another psychologist.
 - Payment is when Neurobehavior North, Inc. obtains reimbursement for your healthcare. Examples of payment are when Neurobehavior North, Inc. discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - Health Care Operations are activities that relate to the performance and operation of Neurobehavior North, Inc. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “Use” applies only to activities within Neurobehavior North, Inc. such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of Neurobehavior North, Inc., such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

NEUROBEHAVIOR NORTH, INC. may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. NEUROBEHAVIOR NORTH, INC. will obtain an authorization before using or disclosing PHI in a way that is not described in this Notice. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when NEUROBEHAVIOR NORTH, INC. is asked for information for purposes outside of treatment, payment and health care operations, NEUROBEHAVIOR NORTH, INC. will obtain an authorization from you before releasing this information. NEUROBEHAVIOR NORTH, INC. will also need to obtain an authorization before releasing your psychotherapy notes. “Psychotherapy notes” are notes NEUROBEHAVIOR NORTH, INC. has made about our conversation during a private, group, joint, or family counseling session, which NEUROBEHAVIOR NORTH, INC. has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) NEUROBEHAVIOR NORTH, INC. has 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.

III. Uses and Disclosures with Neither Consent nor Authorization

NEUROBEHAVIOR NORTH, INC. may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse: If you give NEUROBEHAVIOR NORTH, INC. information, which leads NEUROBEHAVIOR NORTH, INC. to suspect child abuse, neglect, or death due to maltreatment, NEUROBEHAVIOR NORTH, INC., must report such information to the Alaska Office of Children’s Services (OCS). If asked by OCS to turn over information from your records relevant to a child protective services investigation, NEUROBEHAVIOR NORTH, INC. must do so.
- Adult and Domestic Abuse: If NEUROBEHAVIOR NORTH, INC., in the performance of occupational duties, has reasonable cause to believe that a vulnerable adult suffers from abandonment, exploitation, abuse, neglect, or self-neglect, then we must report the belief to the appropriate authority. We also must report incidents of abuse of disabled persons disclosed to NEUROBEHAVIOR NORTH, INC. by you.
- Health Oversight Activities: NEUROBEHAVIOR NORTH, INC. may disclose PHI to the Alaska Board of Psychologist and Psychological Associate Examiners or to the Department of Community and Economic

Development in proceedings conducted by the board or the department where the disclosure of confidential communications is necessary to defend against charges before the board or department.

- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding, and a request is made for information about the professional services that NEUROBEHAVIOR NORTH, INC. has provided you and/or the records thereof, such information is privileged under state law, and NEUROBEHAVIOR NORTH, INC. must not release this information without your written authorization, 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. You will be informed in advance if this is the case. "Raw data" that is developed in reasonable expectation of a civil, criminal or forensic proceeding is exempt from release to you or your representative, unless NEUROBEHAVIOR NORTH, INC. is given a valid court order by a judge.(45 CFR 45 164.508 & 164.524[(a)][(1)]).
- **Serious Threat to Health or Safety:** NEUROBEHAVIOR NORTH, INC. may disclose your confidential information to protect you or others from a serious threat of harm by you.
- **Worker's Compensation:** If you file a workers' compensation claim or are seen as part of a worker's compensation claim, NEUROBEHAVIOR NORTH, INC. is required by law to provide your mental health information relevant to the claim to your employer and the other agencies as defined by law.

When the use and disclosure without your consent or authorization 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 I am required or permitted by law to make without your consent or authorization, however the disclosures listed above are the most common.

IV. Patient's Rights and Psychologist's Duties

Patient's Rights:

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, NEUROBEHAVIOR NORTH, INC. is not required to agree to a restriction you request.
- **Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket.** You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.
- **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 at alternative locations. (For example, you may not want a family member to know that you are receiving services at NEUROBEHAVIOR NORTH, INC. Upon your request, NEUROBEHAVIOR NORTH, INC. will send your bills to another address.)
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI in paper or electronic formats from NEUROBEHAVIOR NORTH, INC. mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. NEUROBEHAVIOR NORTH, INC. may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, NEUROBEHAVIOR NORTH, INC. will discuss with you the details of the request and denial process. This does not pertain to "psychotherapy notes" or "Raw data" that is developed in reasonable expectation of a civil, criminal or forensic proceeding is exempt from release to you or your representative, unless NEUROBEHAVIOR NORTH, INC. is given a valid court order by a judge; or if material was released to us on the grounds that it not be redisclosed.
- **Right to Amend** – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. NEUROBEHAVIOR NORTH, INC. may deny your request. On your request, NEUROBEHAVIOR NORTH, INC. 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). On your request, NEUROBEHAVIOR NORTH, INC. 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 NEUROBEHAVIOR NORTH, INC. upon request, even if you have agreed to receive the notice electronically.
- **Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket** - You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.
- **Right to Be Notified if There is a Breach of Your Unsecured PHI** - You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has

not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.

Psychologist's Duties:

- NEUROBEHAVIOR NORTH, INC. is required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- NEUROBEHAVIOR NORTH, INC. reserves the right to change the privacy policies and practices described in this notice. Unless NEUROBEHAVIOR NORTH, INC. notifies you of such changes, however, NEUROBEHAVIOR NORTH, INC. is required to abide by the terms currently in effect.
- If NEUROBEHAVIOR NORTH, INC. revises our policies and procedures, NEUROBEHAVIOR NORTH, INC. will provide you with a revised copy of our policies and procedures either at your next scheduled appointment or by mail.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision NEUROBEHAVIOR NORTH, INC. makes about access to your records, or have other concerns about your privacy rights, you may contact our Privacy Officer, Dr. Dustin Logan, PhD, ABPP at 907-745-5066.

If you believe that your privacy rights have been violated and wish to file a complaint with our office, you may send your written complaint to Dr. Dustin Logan, P.O. Box 3034, Palmer, AK 99645.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

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

VI. Effective Date, Restrictions, and Changes to Privacy Policy

This notice will go into effect on 1/1/2020.

NEUROBEHAVIOR NORTH, INC. reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that NEUROBEHAVIOR NORTH, INC. maintains. NEUROBEHAVIOR NORTH, INC. will provide you with a revised notice by mail or in-person as necessary.

Addendum 1

Breach Notification Addendum to Policies & Procedures

1. When the Practice becomes aware of or suspects a breach, as defined in Section 1 of the breach notification Overview, the Practice will conduct a Risk Assessment, as outlined in Section 2.A of the Overview. The Practice will keep a written record of that Risk Assessment.
2. Unless the Practice determines that there is a low probability that PHI has been compromised, the Practice will give notice of the breach as described in Sections 2.B and 2.C of the breach notification Overview (see below).
3. The risk assessment can be done 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, the Practice will provide any required notice to patients and HHS.
4. After any breach, particularly one that requires notice, the Practice will re-assess its privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

BREACH NOTIFICATION POLICY

Adapted from: The **HIPAA** Final Rule: *What You Need To Do Now* Guidance and Privacy Notice Updates for Psychologists
July 2013

B. Breach Notification

1. What is a Breach?

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: stolen or improperly accessed PHI; PHI inadvertently sent to the wrong provider; and unauthorized viewing of PHI by an employee in your practice. PHI is “unsecured” if it is not encrypted to government standards. A use or disclosure of PHI that violates the Privacy Rule is *presumed* to be a breach unless you demonstrate that there is a “low probability that PHI has been compromised.” That demonstration is done through the risk assessment described next.

2. Neurobehavior North, Inc. Breach Policy

A. Risk Assessment

Neurobehavior North, Inc., upon becoming aware of a possible breach will conduct a risk assessment. The risk assessment considers the following four factors to determine if PHI has been compromised:

- 1) **The nature and extent of PHI involved.** For example, does the breached PHI provide patient names, or other information enabling an unauthorized user to determine the patient’s identity?
- 2) **To whom the PHI may have been disclosed.** This refers to the unauthorized person who used the PHI or to whom the disclosure was made. That person could be an outside thief or hacker, or a knowledgeable insider who inappropriately accessed patient records.
- 3) **Whether the PHI was actually acquired or viewed.**
Factors 2 and 3 can be illustrated by comparing two scenarios. In both scenarios, your office has been broken into and your locked file cabinet with paper patient records has been pried open. In Scenario A, you suspect that a burglar was simply looking for valuables because cash and other valuables (but no patient files) have been taken. In Scenario B, you suspect the husband of a patient in the midst of a contentious divorce because no valuables have been taken; only the wife’s file appears to have been opened, and the husband has a history of similar extreme behavior. In Scenario A, the likelihood that a burglar was rummaging through files seeking only valuables, indicates a relatively low risk that PHI was actually viewed. In Scenario B, the identity of the suspected “breacher” suggests a very high risk that the wife/patient’s PHI was viewed and compromised.
- 4) **The extent to which the risk to the PHI has been mitigated.**

For example, if you send the wrong patient’s PHI to a psychologist colleague for consultation, it should be easy to obtain written confirmation from the colleague that they will properly delete or destroy the PHI on the wrong patient. By contrast, if your laptop has been stolen you have little assurance that the thief will respect your patient’s confidentiality. If the risk assessment fails to demonstrate that there is a low probability that the PHI has been compromised, breach notification is required — **if** the PHI was unsecured.

Regardless of Neurobehavior North, Inc. determines that notice is required, Neurobehavior North, Inc. will document the risk assessment of all potential breaches. Neurobehavior North, Inc. will also reassess practice privacy and security practices/procedures after any breach to prevent the same lapse from reoccurring.

B. Notice to the Patient

If notice is required, Neurobehavior North, Inc. will notify any patient affected by a breach without unreasonable delay and within 60 days after discovery.

The notice must be in plain language that a patient can understand. It should provide:

- A brief description of the breach, including dates
- A description of types of unsecured PHI involved
- The steps the patient should take to protect against potential harm
- A brief description of steps you have taken to investigate the incident, mitigate harm, and protect against further breaches; and
- Your contact information.

If Neurobehavior North, Inc. does not have all of the above information when we first need to send notice, we can provide a series of notices that fill in the information as we learn it. Neurobehavior North, Inc. must provide written notice by first-class mail to the patient at his or her last known address. Alternatively, Neurobehavior North, Inc. can contact you by e-mail if you have indicated that this is the preferred mode of contact.

C. Notice to HHS

For breaches affecting fewer than 500 patients, Neurobehavior North, Inc. must keep a log of those breaches during the year and then provide notice to HHS of all breaches during the calendar year, within 60 days after that year ends. For breaches affecting 500 patients or more, there are more complicated requirements that include immediate notice to HHS and sending notifications to major media outlets in the area for publication purposes. HHS provides instructions on how to provide notice for breaches affecting more than 500 patients on its website at:

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brinstruction.html>.

3. Breaches Involving Business Associates

The Final Rule clarified the role of business associates in breach notification. If a business associate or subcontractor is involved in the breach, they must notify the psychologist. It is then the psychologist's duty to provide notice to the patients and HHS of these breaches.