

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

This Notice of Privacy Practices is effective as of April 14, 2003. If you have any questions about this notice, please contact our Practice Manager, who is our Privacy Officer. Appendices or Final Rule implementing the Health Information Technology for Economic and Clinical Health (HITECH) Act modifications to the Privacy Rule and other rules under the Health Insurance Portability and Accountability Act (HIPAA) effective September 23, 2013 are appended to this Notice on Pages 10-12.

Educational & Psychological Services is required to give you this Notice of Privacy Practices (“Notice”) to comply with the regulations (the “Privacy Rule”) established under federal law (the Health Insurance Portability and Accountability Act, or “HIPAA”). Educational & Psychological Services is committed to protecting your mental health information, including health information protected by HIPAA and other federal and state laws and using that information appropriately.

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I. HOW WE USE AND DISCLOSE YOUR PROTECTED MENTAL HEALTH INFORMATION

- A. The Privacy Rule allows Educational & Psychological Service to use or disclose protected mental health information about you for purposes of treatment, payment, and Educational & Psychological Services mental health care operations. Any uses or disclosures for payment of mental health care operations must be limited to the minimum necessary to accomplish the purpose of the use or disclosure.

Treatment. Educational & Psychological Services may use protected mental health information about you to provide you with mental health treatment or services, to coordinate or manage your mental health care services, or to facilitate consultations or referrals as part of your treatment.

1. **Payment.** Educational & Psychological Services may use and disclose your mental health records to send bills and collect payment from you, your insurance company or other third parties, for the treatment you receive at Educational & Psychological Services. For example, Educational & Psychological Services may need to give your health insurer or HMO information about your treatment so they can pay Educational & Psychological Services or reimburse you. Educational & Psychological Services may also tell your health insurer about a service you have requested in order to obtain prior approval or to determine whether your insurance will cover the treatment. Educational & Psychological Services may also disclose information necessary to collect unpaid bills via use of a collection agency and/or an attorney.
2. **Health Care Operations.** Educational & Psychological Services may use and disclose protected mental health information about you for Educational & Psychological Services health care operations. These uses and disclosures are necessary to provide quality care to all patients and to facilitate the functioning of Educational & Psychological Services, including, among other things:

- Quality assessment and improvement activities;
- Competence assessments and performance reviews of Educational & Psychological Services staff;
- Training, accreditation, certification, licensing, credentialing or other related activities;
- Insurance related activities;
- Assessing your satisfaction with our services by asking you to complete a patient satisfaction survey;
- Conducting or arranging for legal services;
- Business planning and development;
- Internal patient complaints or grievance resolution;
- Business management and general administrative activities;

For example, Educational & Psychological Services may use and disclose mental health records to contact you by telephone or in writing to remind you of an appointment or to evaluate the performance of its staff in providing you with treatment.

3. **Persons Involved in Your Care or Payment for Your Care.** Educational & Psychological Services may release protected mental health information about you to a family member or someone you designate who is involved in your care or payment of medical bills.

4. **Business Associates.** There are some services at Educational & Psychological Services that are provided through contracts with business associates. Examples include our answering service. To protect your mental health information, we require these business associates to appropriately safeguard your information.

B. The Privacy Rule and Illinois law allow Educational & Psychological Services to use or disclose your protected mental health information/patient health care records without your authorization or informed consent for a number of special functions and activities, described below.

1. **As Required by Law.** Educational & Psychological Services is permitted to disclose your protected mental health information when required to do so by federal, state or local law.
2. **Public Health Risks.** Educational & Psychological Services is permitted to disclose your protected mental health information for public health activities. This includes reporting to the appropriate government authority the suspected abuse of children, elders or dependent adults.
3. **Disputes, Lawsuits, Administrative Proceedings.** If you are involved in a lawsuit or dispute, the Privacy Rule allows Educational & Psychological Services to disclose your confidential mental health information in response to a court or administrative order. Educational & Psychological Services may also disclose your protected mental health information 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 if that is required by law. Illinois law may require a court order for the release of patient mental health care records in these circumstances, and may be considered more protective of your privacy than the Privacy Rule.
4. **Law Enforcement.** The Privacy Rule allows Educational & Psychological Services to disclose protected health information if asked to do so by a law enforcement official in the following circumstances:
 - In response to a court order, subpoena, warrant, summons, or similar process;
 - To identify or locate a suspect, fugitive, material witness or missing person;
 - About the victim of a crime if, under certain limited circumstances, Educational &

Psychological Services is unable to obtain the person's agreement;

- About a death Educational & Psychological Services believes may be the result of criminal conduct;
- About criminal conduct at Educational & Psychological Services; and
- In emergency circumstances to report a crime, the location of a crime or victims, or the identity, description or location of the person who committed the crime.

Illinois law generally requires a court order for the release of mental health care records in these circumstances, and may be considered more protective of your privacy than the Privacy Rule. However, Illinois law does allow the release of confidential patient health care records when a crime occurs on the premises and a victim is threatened with bodily harm.

5. **Serious Threat to Health or Safety.** If there is a serious threat to your health or safety or the health and safety of the public or another person, Educational & Psychological Services may use and disclose your protected mental health information to someone able to prevent the threat.
6. **Specialized Government Functions.** In certain circumstances the Privacy Rule authorizes Educational & Psychological Services to use or disclose your protected mental health information to facilitate specified government functions.
 - **Military and Veterans.** Educational & Psychological Services may disclose protected mental health information of armed forces personnel as required by military command authorities for the proper execution of a military mission.
 - **National Security and Intelligence Activities.** Educational & Psychological Services may disclose your protected mental health information to authorized federal officials for

intelligence, counterintelligence, and other national security activities authorized by law.

- **Protective Services for the President and Others.** Educational & Psychological Services may disclose your protected mental health information to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state, or conduct special investigations.
- **Medical Suitability Determinations.** Educational & Psychological Services may disclose your protected mental health information to the Department of State for use in making mental health suitability determinations.
- **Inmates and Law Enforcement Custody.** If you are an inmate of a correctional institution or under the custody of a law enforcement official, Educational & Psychological Services may release the protected mental health information of inmates and others in law enforcement custody to the correctional institution or law enforcement official, where necessary (1) for the institution to provide you with mental health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

7. **Workers' Compensation.** Educational & Psychological Services may release your protected mental health information for workers' compensation or similar programs. These programs provide benefits for work-related illness.

8. **Other Uses of Medical Information.** Other uses and disclosures of mental health information not covered by this Notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose the medical information about you for the

reasons covered in your authorization. You understand that we are unable to take back any disclosure that Educational & Psychological Services has already made with your permission, and that we are required to retain our records of the care that we provided to you.

II. YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

You have several rights with regard to the protected mental health information Educational & Psychological Services maintains about you. If you wish to exercise any of the following rights please contact our office at (630) 527-6322.

- 1. Right to Request Restrictions.** You have the right to request restrictions or limitations on Educational & Psychological Services uses or disclosures of protected mental health information about you for treatment, payment or health care operations.

Educational & Psychological Services is not required to agree to your request. If Educational & Psychological Services does agree, it will comply with your request unless the information is needed to provide you emergency or crisis intervention treatment. A request for restrictions must be in writing, directed to the Privacy Officer, Educational & Psychological Services, and should include (1) what information you want to limit; (2) whether you want to limit its use, disclosure or both; and (3) to whom you want the limits to apply.

- 2. Right to Request Confidential Communications.** You have the right to request that Educational & Psychological Services communicate with you about mental health matters through specific channels, that is, in a certain way or at a certain location. For example, you can ask that Educational & Psychological Services only contact you at work, or only at home, or only by mail. This request must be specified on your Registration Form, or at a later date, in writing. Educational & Psychological Services will attempt to accommodate all reasonable requests.

- 3. Right to Inspect and Copy.** You have the right to inspect and copy a designated set of your medical records. This designated set typically includes medical and billing records but may not include psychotherapy notes. Please note that a request to inspect your medical records means that you may examine them at a mutually convenient time or place. If you request a copy of the information, your request must be in writing. A reasonable fee for the costs of copying, mailing or other supplies

associated with your request may be charged. Educational & Psychological Services may deny your request to inspect and copy in certain circumstances. If you are denied access to your medical records, you may have the denial reviewed by a licensed health care professional chosen by Educational & Psychological Services. The person conducting the review will not be the person who denied your request. Educational & Psychological Services will comply with the outcome of the review.

- 4. Right to Amend.** If, in your opinion, your medical records are incorrect or incomplete, you may request that Educational & Psychological Services amend your records. You have the right to request an amendment for as long as the information is kept by Educational & Psychological Services. A request to amend your medical records must be in writing and must be submitted to the Privacy Officer. Your written request must give the reasons for the amendment. Educational & Psychological Services may deny your request for an amendment if it is not in writing or does not include a reason. Educational & Psychological Services may also deny your request for amendment if it covers medical records that:

 - Are not part of the medical records created by Educational & Psychological Services
 - Are not part of the information which you would be permitted to inspect and copy, as disclosed above; or
 - Are accurate and complete.

- 5. Right to an Accounting of Disclosures.** You have the right to request an accounting of certain disclosures of your protected mental health information by Educational & Psychological Services. A request for accounting of disclosures must specify a time period, which may not be longer than six years, and which may not include dates of service before April 14, 2003. A request for accounting of disclosures must be in writing. The first accounting within a 12-month period will be free; for additional accountings, Educational & Psychological Services may charge for its costs after notifying you of the cost involved and giving you the opportunity to withdraw or modify your request before any costs are incurred.

- 6. Right to Complain.** If you believe your privacy rights have been violated, you may file a complaint with Educational & Psychological Services and/or with the federal Department of Health and Human Services. Educational & Psychological Services cannot require you to waive your right to complain in order for you to receive treatment. To file a complaint, contact the Privacy Officer. Educational & Psychological Services will not retaliate against you for filing such a complaint.

7. **Right to a Paper Copy of this Notice.** You have the right to a paper copy of this Notice. You may ask us to give you a copy of this notice at any time.

III. AMENDMENTS TO THIS NOTICE

Educational & Psychological Services reserves the right to amend this Notice at any time. In addition, Educational & Psychological Services is required to amend this Notice as made necessary by changes in the Privacy Rule. Each version of this Notice will have an effective date on the first page. Educational & Psychological Services reserves the right to make the amended Notice effective for protected mental health information Educational & Psychological Services has at the time the amendment is made, as well as for any protected mental health information Educational & Psychological Services may receive or create in the future.

IV. EDUCATIONAL AND PSYCHOLOGICAL SERVICES' DUTIES

Educational & Psychological Services is required by the Privacy Rule to maintain the privacy of your protected mental health information. The Privacy Rule requires that Educational & Psychological Services provide notice of its privacy practices to all of its patients or clients. Educational & Psychological Services' obligations to maintain your privacy, and the situations and circumstances in which your protected mental health information may be used or disclosed, are described in more detail in this Notice of its legal duties and privacy practices. Educational & Psychological Services is required to comply with the terms and conditions of this Notice, and may not amend this Notice except as set forth above.

I. Breach Notification Appendix to Policies and Procedures—

Added September 23, 2013

When Educational & Psychological Services suspects a breach that is that Protected Health Information has been acquired, accessed, used, or disclosed in violation of the HIPAA Privacy Rule the following must take place:

A. Risk Assessment

A. Risk Assessment consists of four steps:

1. The nature and extent of Protected Health Information compromised
2. To whom the Protected Health Information may have been disclosed
3. Whether the Protected Health Information was actually acquired or viewed
4. To extend to which the risk to the Protected Health Information has been mitigated

Findings from the Risk Assessment will be documented with privacy and security practices and procedures altered as needed to prevent the same breach from reoccurring.

B. Notice to the Patient

This Notice to the Patient must be done without any unreasonable delay and within 60 days. It shall include:

1. A brief description of the breach including dates of breach
2. A description of the types of unsecured Protected Health Information involved
3. The steps that the patient should take to protect against potential harm
4. A description of the steps that Educational & Psychological Services has taken to investigate the breach, mitigate harm, and protect against further breaches
5. Contact information at Educational & Psychological Services regarding the breach

C. Notice to U.S. Department of Health and Human Services

For breaches affecting less than 500 patients, a log will be kept of those breaches during the year and provide to HHS within 60 days after the calendar year. For breaches impacting more than 500 patients notice must be sent to HHS immediately and their procedures followed to address this breach.

D. Breaches involving Business Associates

A Business Associate is an organization or person outside of Educational & Psychological Services with whom Protected Health Information is shared so that they can provide services to us or on our behalf. For example, IT support staff, accountants, or cloud storage.

When a business associate or subcontractor is involved in the breach, they must notify the psychologist. The risk assessment done after a breach is done by the business associate involved in the breach. Educational & Psychological Services is responsible for providing notice of such breaches to patients and to the U.S. Department of Health and Human Services.

II. Privacy Practices Appendix to Policies and Procedures—Added September 23, 2013

A. Patients have the right to restrict certain disclosures of Protected Health Information to a health plan if they pay out-of-pocket in full for the full healthcare service.

B. Patients have the right to be notified if there was a breach of their Protected Health Information.

C. Patients must sign an authorization—Release of Information—for Educational & Psychological Services to release their Protected Health Information for any used and disclosures not described in the Privacy Notice.

D. Patients must sign an authorization for Educational & Psychological Services to send communications to them regarding any new services we are offering, such as a Social Skills Group.

E. Patients have a right to an Electronic Copy of their Record at such time as this format is being utilized by Educational & Psychological Services. Otherwise, Protected Health Information will be produced in a format that is agreed upon by the patient and Educational & Psychological Services.

F. Protected Health Information released is subject to the Minimum Necessity Law. That is the disclosing party now has sole responsibility for ensuring that the minimum Protected Health Information is released. This privacy rule does not prohibit a health insurer from denying care or payment if Educational & Psychological Services or the patient is only relying on the minimum necessary rule to limit disclosure.

III. Appendix to Policies and Procedures having to do with Business Associates—Added September 23, 2013

Business Associates and subcontractors must also comply with applicable HIPAA provisions. A Business Associate is an organization or person outside of Educational & Psychological Services to whom or with whom Protected Health Information is shared to provide services to Educational & Psychological Services or on our behalf. Examples are our Answering Service, IT support, and accountant.

I. Obligations of the Business Associate (In Business Associate Contracts)

Business Associate agrees to:

- A. Comply with the Security Rule, Privacy Rule and other provisions of HIPAA made applicable to business associates under the Final Rule.

- B. Ensure that any subcontractors that create or receive Protected Health Information of Educational & Psychological Services patients on behalf of the business associate agree to the same restrictions and conditions that apply to the business associate.

- C. Report to Educational & Psychological Services as soon as practicable and in no less than 5 business days any breach of which the Business Associate became aware.

- D. Ensure that any Protected Health Information that Business Associate obtains from Educational and Psychological Services is secured so that it does not qualify as Unsecured Protected Health Information.

- E. Reimburse Educational & Psychological Services for the reasonable costs of providing notice (required by the breach notification regulations under HITECH) of a breach of Protected Health Information that is not secured.

2. Amendment and Construction

- A. The Parties agree to take such action as is necessary to amend the Contract from time to time as it is necessary to comply with HIPAA rules and regulations.

- B. Interpretation: Any ambiguity in the Contract, this amendment or prior amendments to this Contract shall be resolved to permit Educational & Psychological Services to comply with HIPAA regulations.

- C. If there are any conflicts between the terms of the Contract, this amendment or prior amendments to the Contract, the terms of this amendment control.

Business Contract must be signed by both parties, together with this amendment, in accordance with the following:

In Witness Whereof, Business Associate and Educational & Psychological Services have caused this Amendment to be signed and delivered by their duly authorized representatives, as of the date set forth above.

BUSINESS ASSOCIATE: _____

Signature _____

Print Name and Title _____

Date _____

EDUCATIONAL & PSYCHOLOGICAL SERVICES

Signature _____

Print Name and Title _____

Date _____