



## **NOTICE OF PRIVACY PRACTICES**

*This copy is for you to keep.*

This notice informs you on how we make use of your health information, how we might disclose your health information to others, and how you can get access to the same information.

Please review this notice carefully and feel free to ask for clarification about anything in this material you might not understand. The privacy of your health information is very important to us and we aim to do our utmost to protect your privacy.

We have legal responsibility under the laws of the United States and the state of New York to keep your health information private. Part of our responsibility is to give you this notice about our privacy practices. Another part of our responsibility is to follow the practices of this notice. This notice takes effect on April 14, 2012, and will be in effect until we replace it.

We have the right to change any of these privacy practices as long as those changes are permitted or required by law. Any changes in our privacy practices will affect how we protect the privacy of your health information. This includes health information we will receive about you or that we create here at Samaritan Counseling Center of the Capital Region. These changes could also affect how we protect the privacy of any of your health information we had before the changes.

When we make these changes, we will also change this notice and post the amended notice on our web site [www.samaritancounselingcenter.org](http://www.samaritancounselingcenter.org) and we will give you a copy at no charge to you.

If you request a copy of this notice at anytime in the future, we will give you a copy at no charge to you. If you have any questions or concerns about the material in this document, please ask us for assistance, which we will provide at no charge to you.

We may use or disclose your health information for the purpose of treatment, for payment for services and for the operational needs of the Center. For example:

1. To persons involved in the provision of care and services to you.
2. To anyone on our staff involved in your treatment or in setting appointments, or billing.
3. To anyone required by federal, state, or local law to access to your health information.
4. To receive payment for a third-party payer for services we provide for you.
5. In connection with our Center's operations. Examples of these include, but are not limited to the following: evaluating the effectiveness of our staff, supervising our staff, improving the quality of our services, meeting accreditation standards, licensing, credentialing, or certification.
6. To anyone you give us written authorization to have your health information, for any reason you want. You may revoke this authorization in writing anytime you want. When you revoke an authorization it will only affect your health information from that point on.
7. To a family member, a person responsible for your care, or your personal representative in the event of an emergency. If you are present in such a case, we will give you an opportunity to object. If you object, or are not present, or are incapable of responding, we may use our professional judgment, in light of the nature of the emergency, to use or disclose your health information in your best interest at that time. In so doing, we will only use or disclose the aspects of your health information that are necessary to respond to the emergency.

**David C. Olsen, PhD., LCSW, LMFT | Executive Director**

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8. To the fullest extent practicable, the Center's licensed professionals exercise their privilege against testimony or against compelled disclosures of client health information obtained in the course of counseling. The Center also protects HIV record information pursuant to Article 27-F of the New York State Public Health Law.
9. The Center complies with New York laws which require licensed professionals to report suspected cases of child abuse and maltreatment of a child who has come before them or whenever a parent, guardian or other legally responsible person states facts from personal knowledge that a child may have been abused.
10. The Center's licensed professionals may in their discretion and in rare cases warn individuals when a client reveals his or her contemplation of committing a crime or of seriously injuring an individual in the very near future.

We will not use your health information in any of our Center's marketing, development, public relations, or related activities without your written authorization.

We cannot use or disclose your health information in any ways other than those described in this notice unless you give us written authorization or unless the disclosure is required by law.

As a client of Samaritan Counseling Center, you have these important rights:

- A. With limited exceptions, you can make a written request to inspect your health information that is maintained by us for our routine use in providing professional services and in billing or seeking reimbursement.
- B. You can ask us for photocopies of the information in part "A" above.
- C. We will charge you 75 cents per photocopied page for making these photocopies.
- D. You have a right to a copy of this notice at no charge.
- E. You can make a written request to have us communicate with you about your health information by alternative means, at an alternative location. (An example would be you did not want us to leave a message on your answering machine about your appointment). Your written request must specify the alternative means and location.
- F. You can make a written request that we place other restrictions on the ways we use or disclose your health information. We may deny any or all of your requested restrictions. If we agree to these restrictions, we will abide by them in all situations except those, which, in our professional judgment, constitute an emergency.
- G. You can make a written request that we amend the information in part "A" above.
- H. If we approve your written amendment, we will change our records accordingly. We will also notify anyone else who may have received the unamended information.
- I. You may make a written request that we provide you with a list of those occasions where we or our business associates disclosed your health information for purposes other than treatment, payment or our Center's operations going back as far as six years.
- J. If you request the accounting in "I" above more than once in a 12-month period we may charge you a fee based on our actual costs of tabulating these disclosures.
- K. If you believe we have violated any of your privacy rights, or you disagree with a decision we have made about any of your rights in this notice you may complain to us in writing, addressed to the HIPAA Compliance Officer:

Miguel E. Diaz, LMHC  
220 N. Ballston Ave., Scotia, NY 12302  
Phone: 518-952-0616 | Fax: 518-374-9193

You may also submit a written complaint to the United States Department of Health and Human Services. We will provide you with that address upon written request.