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## **Patient Privacy Policies as outlined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Sensational Achievements makes every effort to maintain reasonable and appropriate safeguards to protect the confidentiality of health information related to our clients. We do not share any confidential information with any outside agencies without your express consent. Individually identifiable health information including financial information and details related to your child's diagnosis and treatment held or transmitted by Sensational Achievements in any form or media, whether electronic, paper or oral is considered "Protected Health Information" (PHI) under the privacy rule. Client health information must be disclosed in two situations: 1) If the client specifically requests access to, or an accounting of the disclosures of, their protected identifying health information or 2) if the Department of Health and Human Services is undertaking a compliance investigation or review or enforcement action.

In most cases, parents are the personal representatives for their minor children. Therefore, parents can exercise individual rights, such as requesting access to the medical records, on behalf of their minor children. You have the right to request an amendment to the medical record, which will become a legal part of the medical record. However, no part of the original documentation can be destroyed. We may deny your request if it is not in writing, does not include a reason for the amendment, was not made by us, the person that created the information is no longer available to make the amendment, or the information is already accurate and complete.

Sensational Achievements will need to obtain your written permission to make any disclosures not outlined in this notice or applicable by law. The client may revoke or limit permission at any given time. Sensational Achievements will cease to release the mentioned information if we agree with the request unless it is needed to provide emergency treatment to you/your child. This request should be in writing and include 1) what information you want to limit, 2) whether you want to limit our use, disclosure, or both, 3) to whom you want the limits to apply. Please note that once permission is granted, we are unable to take back any disclosures which have already been released with your permission.

You have the right to request that we communicate medical matters with you in a certain way or location (Ex: only by email) and we will accommodate all reasonable requests. All invoices sent by email through our online documentation/billing system are all securely protected. You have the right to direct all electronic format information to a designee, provided that any such choice is clear, conspicuous and specific. All company-related emails (@sensational-achievements.com) are unencrypted and therefore, this information is NOT secure.

Sensational Achievements is required to obtain authorization from you when uses and disclosures for marketing purposes and any involvement with the sale of PHI. Authorization is not required for 1) public health activities, 2) research purposes, 3) services rendered by a Business Associate, 4) providing individual with access to his/her PHI and 7) other purposes deemed necessary and appropriate. Sensational Achievements has received "satisfactory assurances" from Business Associates with whom we have a relationship involving any PHI. Any additional or alternative Business Associates that are retained in the future will also be required to give "satisfactory assurances" to protect all PHI. Exceptions for the authorization requirements where the exchange of PHI are, but not exclusively include, 1) public health activities, 2) research purposes, 3) services rendered by a Business Associate contract and at the specific request of the Sensational Achievements, 4) providing an individual with access to his/her PHI,

and 7) other purposes that are deemed necessary and appropriate. Disclosures for treatment and payment purposes do NOT require and authorization.

### **Breach Notification Rule**

A breach is any impermissible use or disclosure of PHI, unless it is determined that there is a low probability of protected health information compromise determined by a Risk Assessment approach. In case of any breach of privacy policy, the affected parties will be notified. Business Associates must comply with this Rule and any current and future Business Associates of Sensational Achievements are required to notify the Sensational Achievements under the HIPAA Breach Notification Rule.

### **The following paragraphs outline the most common situations in which you/your child's protected health information may be used/disclosed.**

Sensational Achievements may disclose protected health information to other medical providers and health professionals involved in your/your child's care. We may use and disclose medical information to discuss and/or recommend possible treatment options, coordinate care, or discuss health-related benefits.

Sensational Achievements may use and disclose your medical information for health care operations. Health care operations may include quality assessment, competency assurance activities for credentialing, auditing, cost management analysis, business planning, and customer service.

We may disclose information to staff and students for review and learning purposes. Should we do this, any information that identifies you as the client will be removed so that the information can be used for educational purposes with anonymity.

Sensational Achievements may disclose protected health information to your insurance provider or other third party payers to assist in obtaining preauthorization for and coverage of treatment and services provided by Sensational Achievements. As guardian, you are responsible for direct payment in full to Sensational Achievements and have the right to restrict certain disclosures of Protected Health Information (PHI) to a health plan if you are not seeking any reimbursement for services.

### **The following situations are considered "National Priority Purposes" under which protected health information may be disclosed:**

Sensational Achievements reserves the right to disclose protected health information to the appropriate government authorities if abuse, neglect, or domestic violence is suspected and when information is requested by court order.

Sensational Achievements may disclose protected health information if it is believed necessary to prevent or lessen a serious and imminent threat to you or the public and only to the extent necessary to prevent the threatened harm. We may also release medical information for the purposes of national security, intelligence activities, law enforcement, for protective services, and for health oversight activities

Sensational Achievements reserves the right to make revisions to this notice. A current copy of this policy will be posted and available in the office for your review.

You may file a written complaint with the administrative office of Sensational Achievements, if for some reason you believe that your privacy rights have been violated.

For a complete summary of the HIPAA Privacy Rule, please refer to the Health and Human Services Website at <http://www.hhs.gov/ocr/hipaa>

I have received and understand the Privacy Policies that pertain to the treatment and services of my child, \_\_\_\_\_, given by Sensational Achievements.

\_\_\_\_\_  
Name of Parent/Guardian

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

updated 11/2016