

NOTICE OF PRIVACY PRACTICES

Hesney Counseling and Development Services LLC

71 Franklin Turnpike

Waldwick, NJ 07463

Phone: 201-817-9714

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THIS NOTICE DESCRIBES HOW YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

You may have additional rights under New Jersey law. If you have questions about your rights, you should consult an attorney licensed in New Jersey.

EFFECTIVE DATE

This notice is effective as of: **April 1, 2026**

I. OUR PLEDGE REGARDING HEALTH INFORMATION

At Hesney Counseling and Development Services LLC, we understand that your health information is personal and confidential. We are committed to protecting your Protected Health Information (“PHI”).

We create records of the care and services you receive to provide quality care and comply with legal requirements. This notice applies to all records of your care created or maintained by this practice.

We are required by law to:

- Maintain the privacy of your PHI
- Provide you with this notice of our legal duties and privacy practices
- Follow the terms of the notice currently in effect
- Comply with applicable federal law (HIPAA) and **New Jersey confidentiality laws**, which may provide additional protections

We reserve the right to change this Notice at any time. Updated versions will be available upon request and on our website.

II. HOW WE MAY USE AND DISCLOSE YOUR HEALTH INFORMATION

Treatment, Payment, and Health Care Operations

We may use and disclose your PHI without your written authorization for:

- Treatment (e.g., consulting with another provider)
- Payment (e.g., billing services)
- Health care operations (e.g., scheduling, recordkeeping)

Minimum Necessary Standard

We will make reasonable efforts to limit PHI to the minimum necessary, except where not required (such as for treatment purposes).

Lawsuits and Legal Proceedings

We may disclose PHI in response to court orders, subpoenas, or legal processes, consistent with applicable law.

Duty to Warn and Protect (New Jersey Law)

If we believe you pose a serious and imminent threat to yourself or others, we may disclose necessary information to prevent harm, including notifying law enforcement or potential victims, in accordance with New Jersey law.

III. USES AND DISCLOSURES THAT REQUIRE YOUR AUTHORIZATION

We will not use or disclose your PHI without your written authorization except as described in this Notice.

1. Psychotherapy Notes

Psychotherapy notes receive special protection and will not be disclosed without your authorization except in limited circumstances permitted by law.

2. Marketing

We will not use your PHI for marketing without your written authorization.

3. Sale of PHI

We will never sell your PHI.

4. Substance Use Disorder Records

If applicable, records related to substance use treatment are protected under **42 CFR Part 2** and require specific written consent for disclosure.

5. HIV/AIDS Information

Information related to HIV/AIDS is protected under New Jersey law and will not be disclosed without explicit authorization except as permitted by law.

IV. USES AND DISCLOSURES THAT DO NOT REQUIRE AUTHORIZATION

We may use or disclose your PHI without authorization when permitted by law, including:

- Appointment reminders and care coordination
- Public health reporting (including child abuse under N.J.S.A. 9:6-8.10)
- Health oversight activities
- Judicial and administrative proceedings
- Law enforcement purposes
- Coroners or medical examiners
- Research (when properly approved)
- Workers' compensation compliance
- Preventing or reducing serious threats to health or safety

V. DISCLOSURES WITH OPPORTUNITY TO OBJECT

We may share PHI with family members, friends, or others involved in your care or payment for care unless you object. In emergency situations, we may disclose relevant information if you are unable to provide consent.

VI. YOUR RIGHTS

You have the following rights regarding your PHI:

1. **Right to Request Restrictions** – You may request limits on how your PHI is used or disclosed.
2. **Right to Confidential Communications** – You may request that we contact you in a specific way.
3. **Right to Access Records** – You may inspect and obtain copies of your records.
4. **Right to Amend Records** – You may request corrections to your PHI.

5. **Right to an Accounting of Disclosures** – You may request a list of certain disclosures made over the past six years.
6. **Right to a Copy of This Notice** – You may request a paper or electronic copy at any time.
7. **Right to Designate a Personal Representative** – Authorized individuals may act on your behalf.
8. **Right to Revoke Authorization** – You may revoke prior written authorization at any time.
9. **Right to Opt Out of Certain Communications** – You may opt out of non-essential communications.

Special Protections for Minors (New Jersey Law)

In certain circumstances, minors may consent to mental health treatment without parental involvement. When permitted by law, parents or guardians may not have access to those records without the minor's consent.

VII. BREACH NOTIFICATION

If a breach of your unsecured PHI occurs, we will notify you as required by HIPAA and New Jersey law, without unreasonable delay and no later than 60 days after discovery.

VIII. COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with:

Hesney Counseling

71 Franklin Turnpike

Waldwick, NJ 07463

Phone: 201-817-9714

Email: jonathan@hesneycounseling@gmail.com

Or:

U.S. Department of Health and Human Services (HHS)

Office for Civil Rights

Website: www.hhs.gov/ocr/privacy/hipaa/complaints

Phone: (877) 696-6775

You may also file a complaint with the appropriate **New Jersey licensing board**.

You will not be retaliated against for filing a complaint.

IX. CHANGES TO THIS NOTICE

We reserve the right to change this Notice at any time. Updated versions will apply to all PHI we maintain and will be available upon request and on our website.

X. ELECTRONIC COMMUNICATIONS, TEXTING, EMAIL, AND TELEHEALTH

Electronic Communications (Email & Text Messaging)

Hesney Counseling may communicate with you via email, text message (SMS), or other electronic means for purposes such as scheduling, appointment reminders, or general administrative communication.

Risks:

Electronic communications are not always secure and may be subject to interception, unauthorized access, or disclosure. While we take reasonable steps to protect your information, we cannot guarantee the security of information transmitted electronically.

Your Consent:

By providing your email address and/or phone number, you consent to receive communications from Hesney Counseling via these methods. You understand and accept the risks associated with electronic communication.

Limitations:

- We will avoid including highly sensitive clinical information in electronic communications whenever possible.
- Email and text messaging should **not be used for emergencies or urgent clinical matters**.
- If you are experiencing an emergency, please call 911 or go to the nearest emergency room.

Your Rights:

- You may request alternative forms of communication (e.g., phone only, no texting).
- You may withdraw consent for electronic communication at any time by notifying us in writing.

Telehealth Services

Hesney Counseling may provide services via telehealth, which includes the use of secure video conferencing or other electronic communications to deliver mental health services remotely.

Nature of Telehealth:

Telehealth allows services to be provided without an in-person visit. This may include assessment, diagnosis, treatment, and consultation.

Risks of Telehealth:

- Technical issues (e.g., poor connection, interruptions)
- Potential unauthorized access despite security measures
- Limitations in the ability to respond to emergencies

Confidentiality:

We use reasonable safeguards and HIPAA-compliant platforms to protect your privacy during telehealth sessions. You are responsible for ensuring that you are in a private location during sessions to maintain confidentiality.

Emergency Situations:

Telehealth may not be appropriate for crisis situations. At the start of telehealth services, you may be asked to provide:

- Your current physical location during sessions
- Emergency contact information

If there is a concern for your safety or the safety of others, we may contact emergency services or your designated emergency contact, consistent with applicable law.

Licensure and Location Requirements:

Telehealth services are generally provided only to clients physically located in jurisdictions where the provider is licensed to practice. By participating in telehealth, you confirm that you will be located in an appropriate jurisdiction at the time of services.

Your Consent:

By participating in telehealth services, you acknowledge that you understand the risks and benefits and consent to receive services via telehealth.