

Marlton Psychological Services

2001A Lincoln Drive West, Marlton, NJ 08053

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(609) 417-7300

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Notice of Privacy Practices/ Limits of Confidentiality

With the exception of specific circumstances described below, you have the right to the confidentiality of your therapy. I cannot and will not disclose with anyone what we discuss in session, or that you are even in counseling, without your written permission. The following are exceptions to your right to confidentiality. Normally, I would inform you of any time when I will have to put items 1-4 into effect, though I am not required to do so.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions and / or I must contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing/ neglecting a child or if you give me information about someone else who is doing this, I must inform the New Jersey Division of Youth and Family Services.
3. If I believe that you are in imminent danger of harming yourself and you are unwilling to take steps to guarantee your safety, I may legally break confidentiality and call the police or the county crisis center.
4. If I have good reason to believe you pose an imminent risk of damaging property, New Jersey law requires me to report this information so reasonable steps can be undertaken to protect that property.
5. Your health insurance provider requires information such as dates of session, diagnosis, and missed appointments reported to them for billing purposes. Your contractual agreement with the insurance provider contains an agreement that you allow this release of information whenever you utilize the insurance provider to pay for counseling services. In rare cases, your insurance provider can request all of your session notes. If such a request is made you will be notified.
6. From time to time, I speak with other professionals in consultation about specific issues that arise during therapy. This is done to make sure I can provide you with the best care possible. During consultation, your identity and identifying information is kept confidential so the consulting therapist will not know your identity.
7. You may request that I release information and/ or records of your therapy to another person or agency. When I receive that request in writing I will schedule an appointment with you to discuss what information you would prefer disclosed. I may also offer advice to not disclose information if I believe disclosing such information would be harmful to you.

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See below the actual text of the New Jersey law which describes the duty and how to discharge it.

2A:62A-16. Medical or counseling practitioners' immunity from civil liability

1. a. Any person who is licensed in the State of New Jersey to practice psychology, psychiatry, medicine, nursing, clinical social work or marriage counseling, whether or not compensation is received or expected, is immune from any civil liability for a patient's violent act against another person or against himself unless the practitioner has incurred a duty to warn and protect the potential victim as set forth in subsection b. of this section and fails to discharge that duty as set forth in subsection c. of this section.

b. A duty to warn and protect is incurred when the following conditions exist:

(1) The patient has communicated to that practitioner a threat of imminent, serious physical violence against a readily identifiable individual or against himself and the circumstances are such that a reasonable professional in the practitioner's area of expertise would believe the patient intended to carry out the threat; or

(2) The circumstances are such that a reasonable professional in the practitioner's area of expertise would believe the patient intended to carry out an act of imminent, serious physical violence against a readily identifiable individual or against himself.

c. A licensed practitioner of psychology, psychiatry, medicine, nursing, clinical social work or marriage counseling shall discharge the duty to warn and protect as set forth in subsection b. of this section by doing any one or more of the following:

(1) Arranging for the patient to be admitted voluntarily to a psychiatric unit of a general hospital, a short-term care facility, a special psychiatric hospital or a psychiatric facility, under the provisions of P.L.1987, c.116 (C.30:4-27.1 et seq.);

(2) Initiating procedures for involuntary commitment of the patient to a short-term care facility, a special psychiatric hospital or a psychiatric facility, under the provisions of P.L.1987, c.116 (C.30:4-27.1 et seq.);

(3) Advising a local law enforcement authority of the patient's threat and the identity of the intended victim;

(4) Warning the intended victim of the threat, or, in the case of an intended victim who is under the age of 18, warning the parent or guardian of the intended victim; or

(5) If the patient is under the age of 18 and threatens to commit suicide or bodily injury upon himself, warning the parent or guardian of the patient.

d. A practitioner who is licensed in the State of New Jersey to practice psychology, psychiatry, medicine, nursing, clinical social work or marriage counseling who, in complying with subsection c. of this section, discloses a privileged communication, is immune from civil liability in regard to that disclosure.

L.1991,c.270,s.1.

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Patient's Acknowledgement of Receipt of Notice of Privacy Practices

Please sign, print your name, and date this acknowledgement form.

I have been provided a copy of the Notice of Privacy Practices. We have discussed these policies and I understand that I may ask questions about them at any time in the future. I consent to accept these policies as a condition of receiving mental health services.

Signature: _____

Printed Name: _____

Date: _____

Witness: _____

Date: _____