

Please print out and sign pages 7 and 8 of this document and bring with you to the first visit. Thank you.

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

NOTICE OF PRIVACY PRACTICES

The following is the Notice of Privacy Practices of Dr. Zelinger, Psychologists, P.C., 461 Albemarle Rd., Cedarhurst, NY 11516-1229. HIPAA is a federal law that requires us to maintain the privacy of your protected health information and to provide you with notice of our legal duties and privacy policies with respect to your protected health information. We are required by law to abide by the terms of this Notice of Privacy Practices.

Your Protected Health Information

Your "protected health information" (PHI) broadly includes any health information, oral, written or recorded, that is created or received by us, other healthcare providers, and health insurance companies or plans, that contains data, such as your name, address, social security number, and other information, that could be used to identify you as the individual patient who is associated with that health information.

Uses or Disclosures of Your Protected Health Information

Generally, we may not "use" or "disclose" your PHI without your permission, and must use or disclose your PHI in accordance with the terms of your permission. "Use" refers generally to activities within our office. "Disclosure" refers generally to activities involving parties outside of our office. The following are the circumstances under which we are permitted or required to use or disclose your PHI. In all cases, we are required to limit such uses or disclosures to the minimal amount of PHI that is reasonably required.

Without Your Written Authorization

Without your written authorization, we may use within our office, or disclose to those outside our office, your PHI in order to provide you with the treatment you require or request, to collect payment for our services, and to conduct other related health care operations as follows:

Treatment activities include: (a) use within our office by our professional staff for the provision, coordination, or management of your health care at our office; and (b) our contacting you to provide appointment reminders or information about treatment alternatives or other health-related services that may be of interest to you.

Payment activities include: (a) if you initially consent to treatment using the reimbursement benefits of your contract with your health insurance plan, we will disclose to your health plans or plan administrators, or their appointed agents, PHI for such plans or administrators to determine coverage, for their medical necessity reviews, for their appropriateness of care reviews, for their utilization review activities, and for adjudication of health benefit claims; (b) disclosures for billing for which we may utilize the services of outside billing companies and claims processing companies with which we have Business Associate Agreements that protect the privacy of your PHI; and (c) disclosures to attorneys, courts, collection agencies and consumer reporting agencies, of information as necessary for the collection of our unpaid fees, provided that we notify you in writing prior to our making collection efforts that require disclosure of your PHI.

Health care operations include: (a) use within our office for training of our professional staff and for internal quality control and auditing functions (b) use within our office for general administrative activities such as filing, typing, etc.; and (c) disclosures to our attorney, accountant, bookkeeper and similar consultants to our healthcare operations, provided that we shall have entered into Business Associate Agreements with such consultants for the protection of your PHI.

PLEASE NOTE THAT UNLESS YOU REQUEST OTHERWISE, AND WE AGREE TO YOUR REQUEST, WE WILL USE OR DISCLOSE YOUR PERSONAL HEALTH INFORMATION FOR TREATMENT ACTIVITIES, PAYMENT ACTIVITIES, AND HEALTHCARE OPERATIONS AS SPECIFIED ABOVE, WITHOUT WRITTEN AUTHORIZATION FROM YOU.

As Required By Law

We may use or disclose your PHI to the extent that such use or disclosure is required by law. *Examples of instances in which we are required to disclose your PHI include:* (a) disclosures regarding reports of child abuse or neglect, including reporting to social service or child protective services agencies; (b) health oversight activities including audits, civil, administrative, or criminal investigations, inspections, licensure or disciplinary actions, or civil, administrative, or criminal proceedings or actions, or other activities necessary for appropriate oversight of government benefit programs; (c) judicial and administrative proceedings in response to an order of a court or administrative tribunal, or other lawful process; (d) to the extent necessary to protect you or others from a serious imminent risk of danger presented by you; (e) for worker's compensation claims, and (f) as required by the Secretary of Health and Human Services to investigate or determine our compliance with federal regulations, including those regarding government programs providing public benefits.

All Other Situations. With Your Specific Written Authorization

Except as otherwise permitted or required as described above, we may not use or disclose your PHI without your written authorization. Further, we are required to use or disclose your PHI consistent with the terms of your authorization. You may revoke your authorization to use or disclose any PHI at any time, except to the extent that we have taken action in reliance on such authorization, or, if you provided the authorization as a condition of obtaining insurance coverage, other law provides the insurer with the right to contest a claim under the policy.

Special Handling of Psychotherapy Notes

"Psychotherapy Notes" are defined as records of communications during individual or family counseling which may be maintained in addition to and separate from medical or healthcare records. Psychotherapy Notes are only released with your specific written authorization except in limited instances, *including:* (a) if you sue us or place a complaint, we may use Psychotherapy Notes in our defense; (b) to the United States Department of Health and Human Services in an investigation of our compliance with HIPAA; (c) to health oversight agencies for a lawful purpose related to oversight of our practice; and (d) to the extent necessary to protect you or others from a serious imminent risk of danger presented by you. Health insurers may not condition treatment, payment, enrollment, or eligibility for benefits on obtaining authorization to review, or on reviewing, Psychotherapy Notes.

Your Rights With Respect to Your Protected Health Information

Under HIPAA, you have certain rights with respect to your PHI. The following is an overview of your rights and our duties with respect to enforcing those rights.

Right To Request Restrictions On Use Or Disclosure

You have the right to request restrictions on certain uses and disclosures of your PHI. While we are not required to agree to any requested restriction, if we agree to a restriction, we are bound not to use or disclose your protected healthcare information in violation of such restriction, except in certain emergency situations. We will not accept a request to restrict uses or disclosures that are otherwise required by law. We require that all requests for restrictions be in writing and that you state a reason for the request.

Right To Receive Confidential Communications by Alternative Means and at Alternative Locations

We must permit you to request and must accommodate reasonable requests by you to receive communications of PHI from us by alternative means or at alternative locations. We will ask you how you wish us to communicate with you.

Right To Inspect And Copy Your Protected Health Information

You have the right of access in order to inspect, and to obtain a copy of your PHI, *except for* (a) personal notes and observations of the treating provider, (b) information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding, (c) health information maintained by us to the extent to which the provision of access to you is at our discretion, and we exercise our professional judgement to deny you access, and (d) health information maintained by us to the extent to which the provision of access to you would be prohibited by law.

We require written requests for copies of your PHI; they should be sent to our Privacy-Security Officer at the mailing address below. If you request a copy of your PHI, we will charge a fee for copying. We reserve the right to deny you access to and copies of all or certain PHI as permitted or required by law. Upon denial of a request for access or request for information, we will provide you with a written denial specifying the basis for denial, a statement of your rights, and a description of how you may file an appeal or complaint.

Right To Amend Your Protected Health Information

You have the right to request that we amend your PHI, for as long as your medical record is maintained by us. We have the right to deny your request for amendment. We require that you submit written requests and provide a reason to support the requested amendment.

If we deny your request, we will provide you with a written denial stating the basis of the denial, your right to submit a written statement disagreeing with the denial, and a description of how you may file a complaint with us and/or the Secretary of the U.S. Department of Health and Human Services (DHHS). If we accept your request for amendment, we will make reasonable efforts to provide the amendment within a reasonable time to persons identified by you as having received PHI of yours prior to amendment and persons that we know have the PHI that is the subject of the amendment and that may have relied, or could foreseeably rely, on such information to your detriment. All requests for amendments shall be sent to our Privacy-Security Officer at the mailing address below.

Right To Receive An Accounting Of Disclosures Of Your Protected Health Information

You have the right to receive a written accounting of all disclosures of your PHI for which you have not provided an authorization, that we have made within the six (6) year period immediately preceding the date on which the accounting is requested. You may request an accounting of such disclosure for a period of time less than six (6) years from the date of the request. We require that you request an accounting in writing on a form that we will provide to you.

The accounting of disclosures will include the date of each disclosure, the name, and, if known, the address of the entity or person who received the information, a brief description of the information disclosed, and a brief statement of the purpose and basis of the disclosure or, instead of such statement, a copy of your written authorization or written request for disclosure pertaining to such information. *We are not required to provide accountings of disclosures for the following purposes:* (a) treatment, payment, and healthcare operations, (b) disclosures pursuant to your authorization, (c) disclosures to you, (d) to other healthcare providers involved in your care, (e) for national security or intelligence purposes, (f) to correctional institutions, and (g) with respect to disclosures occurring prior to this date. We reserve the right to temporarily suspend your right to receive an accounting of disclosures to health oversight agencies or law enforcement officials, as required by law. We will provide the first accounting to you in any twelve (12) month period without charge, but will impose a reasonable cost-based fee for responding to each subsequent request for accounting within that same twelve (12) month period. All requests for an accounting shall be sent to our Privacy-Security Officer at the mailing address below.

Complaints

You may file a complaint with us and with the Secretary of DHHS if you believe that your privacy rights have been violated. Please submit any complaint to us in writing by mail to our Privacy-Security Officer at the mailing address below. A complaint must name the subject of the complaint and describe the acts or omissions believed to be in violation of the applicable requirements of HIPAA or this Notice of Privacy Practices. A complaint must be received by us or filed with the Secretary of DHHS within 180 days of when you knew or should have known that the act or omission complained of occurred. You will not be retaliated against for filing any complaint.

Amendments to this Notice of Privacy Practices

We reserve the right to revise or amend this Notice of Privacy Practices at any time. These revisions or amendments may be made effective for all PHI we maintain, even if created or received prior to the effective date of the revision or amendment. Upon your written request, we will provide you with notice of any revisions or amendments to this Notice of Privacy Practices, or changes in the law affecting this Notice of Privacy Practices, by mail or electronically within 60 days of receipt of your request.

Ongoing Access to Notice of Privacy Practices

We will provide you with a copy of the most recent version of this Notice of Privacy Practices at any time upon your written request sent to our Privacy-Security Officer at the mailing address below. For any other requests or for further information regarding the privacy of your PHI, and for information regarding the filing of a complaint, please contact us at the address, telephone number, or email address listed below.

To Contact Us

This is our contact information referred to above.

Our Privacy-Security Officer is: Laurie Zelinger, Ph.D., RPT-S.

Our mailing address is: 461 Albemarle Road, Cedarhurst, NY 11516

Phone: 516-295-0993 Fax: 516-295-6363

Email address: drzelinger@drzelinger.com

INFORMED CONSENT TO CHILD PSYCHOTHERAPY

This form documents that we, _____,
(the "parents") give our consent and agreement to Laurie Zelinger, Ph.D. (the "psychotherapist") to provide psychotherapeutic treatment to our child, _____,
(the "child") and to include us, the parents, as necessary, as adjuncts in the child's treatment.

While the parents can expect benefits from this treatment for the child, they fully understand that no particular outcome can be guaranteed. The parents understand that they are free to discontinue treatment of the child at any time but that it would be best to discuss with the psychotherapist any plans to end therapy before doing so.

The parents have fully discussed with the psychotherapist what is involved in psychotherapy and understand and agree to the policies about scheduling, fees and missed appointments. The discussion about therapy has included the psychotherapist's evaluation and diagnostic formulation of the child's problems, the method of treatment, goals and length of treatment, and information about record-keeping. The parents have been informed about and understand the extent of treatment, its foreseeable benefits and risks, and possible alternative methods of treatment. The parents understand that therapy can sometimes cause upsetting feelings to emerge, and that the child's problems may worsen temporarily before improving.

The parents understand that the psychotherapist cannot provide emergency service. The psychotherapist has told the parents whom to call if an emergency arises and the psychotherapist is unavailable.

The parents have received the HIPAA Notice of Privacy Practices from the psychotherapist or from her website. The parents understand that information about psychotherapy is almost always kept confidential by the psychotherapist and not revealed to others besides the parents unless a parent authorizes such release. There are a few exceptions as noted in the HIPAA Notice of Privacy Practices. Details about certain of those exceptions follow:

1. The psychotherapist is required by law to report suspected child abuse or neglect to the proper authorities.
2. If a child tells the psychotherapist that he or she intends to harm another person, the psychotherapist must try to protect the endangered person, including by telling the police, the person and other health care providers. Similarly, if a child threatens to harm him or herself, or a child's life or health is in any immediate danger, the psychotherapist will try to protect the child, including, as necessary, by telling the police and other health care providers, who may be able to assist in protecting the child.
3. If a child is involved in certain court proceedings, the psychotherapist may be required by law to reveal information about the child's treatment. These situations include child custody disputes, cases where a patient's psychological condition is an issue, lawsuits or formal complaints against the psychotherapist, civil commitment hearings, and court-ordered treatment.
4. If the parents' and child's health insurance or managed care plan will be reimbursing either party, they will require that confidentiality be waived and that the psychotherapist give them information about the child's treatment.

5. The psychotherapist may consult with other healthcare professionals about the child's treatment, but in doing so will not reveal the child's name or other information that would identify the child unless specific consent to do so is obtained from a parent. Further, when the psychotherapist is away or unavailable, another psychotherapist might answer calls and so will need to have access to information about the child's treatment.

6. If an account with the psychotherapist becomes overdue and responsible parties do not work out a payment plan, the psychotherapist will have to reveal a limited amount of information about a patient's treatment in taking legal measures to be paid. This would include the child's and parents' names, social security number, address, dates and type of treatment and the amount due.

In all of the situations described above, the psychotherapist will try to discuss the situation with a parent before any confidential information is revealed, and will reveal only the least amount of information that is necessary.

The parents, as legal guardians of the child, have rights to general information about what takes place in the child's therapy, to information about the child's progress in therapy, to information about any dangers the child might present to self or others, and, upon request, to obtain copies of the child's treatment record (with certain qualifications and exceptions). The parents understand that it is usually best not to ask for specific information about what was said in therapy sessions because this might break the trust between the child and the psychotherapist.

The parents agree that in the event custody of, or visitation with, the child is contested in a legal proceeding, each of the parents and their attorneys will not require the psychotherapist to testify at any of the proceedings, because to do so would hurt the child's treatment, because the psychotherapist's role is a therapeutic and not evaluative one, and because other forensic professionals would be better able and more appropriate to conduct any necessary evaluation. Because of these limitations, the psychotherapist also will not be able to give any opinion regarding custody, visitation or any other legal issue. If such a proceeding does occur, the parents agree that the psychotherapist's role will be limited to providing to a mental health professional appointed to perform such an evaluation, and/or to the attorneys, law guardian, if any, and the judge involved in the legal proceeding, written information regarding, and/or the record of, the child's treatment; the psychotherapist will provide these either as required by law or upon the authorization of either parent.

The psychotherapist has explained to the parents that children with two parents have the best chance to benefit from therapy if both parents are involved and cooperate with each other and the psychotherapist. If both of a child's parents are consenting to therapy:

- Each of us agrees that he or she will not end the child's therapy without the agreement of the other parent, and that if we disagree about the child's continuing in therapy, we will try to come to an agreement, by counseling if necessary, before ending the child's therapy.
- We each agree to cooperate with the treatment plan of the psychotherapist for the child and understand that without mutual cooperation, the psychotherapist may not be able to act in the child's best interests and may have to end therapy.
- We agree that each of us has and shall continue to have the right to information about the child's treatment and to the treatment records of the psychotherapist regarding the child, and agree that the psychotherapist may release information or records to either of us without any additional authorization of the other.

If the parents and child are participating in a managed care plan in order to be reimbursed, the parents have discussed with the psychotherapist the plan's limits on the number of therapy sessions. The psychotherapist has also discussed options for continuation of treatment when managed care or health insurance benefits end. Parents are responsible for payment in full directly to Dr. Zelinger, and may request a receipt in order to pursue reimbursement through their private health insurance benefits program. Dr. Zelinger does not participate in any insurance plans and payment is requested at the time of visit.

The parents understand that they have a right to ask the psychotherapist about the psychotherapist's training and qualifications and about where to file complaints about the psychotherapist's professional conduct.

By signing below, the parents are indicating that they have read and understood this agreement, that they give consent to the psychotherapist's treatment of the child, and that they have the proper legal status to give consent to therapy for the child.

Signature: _____ Date: _____
(of parent)

Signature: _____
(of parent)

Signature: _____
(of child over 12 years of age)

Acknowledgment of Receipt of Notice of Privacy Practices of Dr. Laurie Zelinger

I hereby acknowledge that I have read, and received a copy if I so requested, of the Notice of Privacy Practices of Laurie Zelinger, Ph.D, ABPP, RPT-S.

Patient Signature (parent)

Date

Print Name of Child

Print Parent Name

Office Use Only

Acknowledgment of Receipt of Notice of Privacy Practices was not obtained from patient's parent/guardian due to:

_____ Parent refusal

_____ Patient lack of understanding

_____ Emergency

_____ Other: specify

Patient was / was not offered, did / did not accept, a copy of written Notices of Privacy Practices.

Explanation:

Staff Name: _____ Staff Signature: _____

Date: _____