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Information for Clients

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Note that most sessions are now conducted electronically via video conference or phone due to the COVID-19 epidemic. In person sessions with masks can be scheduled as needed.

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals.

If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion, or to provide you with a referral to another therapist who may be a better fit for you.

Meetings - I usually schedule one 45-50-minute session per week at a time we agree on, although some sessions may be longer or more frequent. I am available on weekdays. I do not have any evening or weekend appointments.

Teletherapy – Although it is optimal for therapy to take place face-to-face in my office, at times, it may be appropriate to have sessions using telephone or video-conference. However, note that phone sessions are not usually covered by insurance, and video sessions, if covered, may be reimbursed at lower rates.

Cancellation Policy – If you need to cancel an appointment, please let me know as soon as possible. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide a minimum of 48 hours advance notice of cancellation, unless I am able to re-schedule the time.

Fees and Payments- The fee for a 45-50 minute session is \$300. Longer/shorter sessions are pro-rated proportionally. Please let me know if you want to limit sessions to 45-50 minutes.

You are responsible for payment of fees at the time of each session. I accept all credit cards except American Express and Discover. You can also make payment via Venmo or Zelle. You will be expected to pay for each session at the time it is held, unless we agree to a different plan.

I charge an hourly fee of \$360/hour for other professional services you may need. I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, consultation with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$600 per hour for preparation and attendance at any legal proceeding.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

Communicating with Me - I can be contacted via phone or via email. I am usually not immediately available by telephone or able to respond immediately to email. When I am unavailable, my telephone is answered by my voice-mail, which I monitor frequently. Messages left on my voice-mail are confidential and private. If it is urgent, you can send an email, but please also leave a phone message.

Please note that any communication to/from my email – joel@ziffgroup.com – is secure, meeting HIPAA requirements for protection of your PHI (Personal Health Information). Nonetheless, be mindful of your needs for privacy and the possibility that others may see your email communication. Please let me know if you prefer that I not communicate with you via email or want me to limit email communication to scheduling, billing, and/or other non-clinical issues. I will reply to email within 48 hours to the best of my ability. Email is not an appropriate means for communication regarding therapeutic issues that are best discussed during sessions.

I will make every effort to return your call within 24 hours after you contact me, with the exception of weekends and holidays. If you are difficult to reach, please inform me of times when you will be available. In emergencies, if you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Emergencies: If you need immediate assistance, you should call 911 or go to the Urgent Care Center of your local hospital.

Confidentiality – In general, the privacy of all communication between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. If I am meeting with a couple, I will not release any information without prior permission from both partners, unless required to do so legally.

Limits to Confidentiality - In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I may be required to file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems. If you have questions about the limits of confidentiality, it is important that you discuss with me any concerns you have prior to sharing potentially sensitive information. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

No Secrets Policy for Couples - When I work with a couple, I do not generally meet privately with the individuals in the couple. Similarly, it is my policy that there be no private communication with one individual: both members of the couple are to be included in all communication via email, text, etc. For me to work effectively to help a couple, both individuals need to know that I am not being influenced by any secret communication, and that I am not holding any secrets that might undermine your trust and safety. For the same reason, if I am working with a couple, I will not establish a separate, individual therapeutic relationship with one of the members of the couple.

I encourage each member of the couple to have an individual therapist with whom they can privately discuss issues that they do not choose to share with their partner, so that they have a safe and confidential environment and not have to be alone with their concerns. It is often helpful to give permission for me to consult with the individual therapists so that we can coordinate treatment on your behalf. In those professional communications, you can instruct your individual therapist to what information you agree to share with me and what information should be kept private.

In rare circumstances, we may all agree that it is helpful for me to have an occasional private session with one or both individuals in the couple. However, in that situation, it is with the understanding that the communication in that session may need to be shared with the other member of the couple. If there is communication that is important to share, I will discuss with the individual my assessment of when, how, and the extent to which the information should be shared and develop a mutually agreeable plan.

If an individual in the couple does not agree to share information that has been communicated to me privately, I will not share the information. However, I will need to terminate treatment, informing the couple that I have received private information that I think is important to share and the individual involved has not agreed to do so.

When I work with a couple, I do not release any information to a third party, unless both members of the couple provide written authorization to do so. If my records are subpoenaed, I will assert the psychotherapist-patient privilege and not release records unless there is a court order to do so.

Health Insurance – If you have a health insurance policy, you may be able to get reimbursement for the costs of therapy if you have coverage for out-of-network, out-patient treatment. I will provide you with an itemized statement at the end of each month that you can submit for reimbursement. For Blue Cross / Blue Shield, I will submit forms on your behalf, and they will reimburse you directly. Note that you, not your insurance company, are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

I do not participate in any managed care networks and am not a Medicare or MassHealth provider. You are unlikely to be able to obtain reimbursement for my services if you are limited to meeting with providers in your insurance network. There are some circumstances in which insurers do pay for treatment with an out-of-network provider when there is no qualified provider in the network. In doing so, you will need to make a special request to your insurer. If you are interested in pursuing this possibility, I will be glad to discuss the process of applying for authorization for out-of-network treatment, help clarify if that is an option for you, and work with you to complete this process.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf with the understanding that I will need to charge you for my time.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

If you need to have a provider who is covered by your insurance, I will help you find a referral to an appropriate clinician who participates in your insurance network.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report, prior to sending it, review it with you, and revise it to address any concerns you might have.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

Insurance Coverage for Telephone & Video Sessions – Due to the Covid-19 epidemic, most insurers are reimbursing for video and phone sessions at the same rate as for in-person sessions. However, the policies may vary for different insurers and different policies. In addition, those policies may change at any time. Contact your insurer for specific information regarding your policy. The information provided in this guide provides a general overview of coverage but may or may not be accurate for your policy.

On your client statements and insurance forms, I use special modifiers to standard billing codes that identify video and phone sessions on client statements and insurance forms. I use the modifier – GT – which is accepted by most insurance companies. For example, the code for individual therapy – 90834 is submitted with a modifier – 90834-GT.

Some insurance companies may utilize different modifiers. If your claim is rejected, contact your insurer to clarify their requirements. For example, your insurer may require use of a different modifier or have other requirements to be eligible for reimbursement. After you clarify the requirements, I can modify your superbill or insurance form so that you can be reimbursed. In most situations, when the requirements are simple, I do not need to charge for modifying the billing procedures; however, if the requirements are complex, I will need to charge for my time based upon my hourly rate.

Note that you are responsible for payment to me for fees for all sessions regardless of whether or not you can receive reimbursement from your insurer.

Professional Records – The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

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Notice of Policies and Practices to Protect the Privacy of Your Health Information

This notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Uses and Disclosures for Treatment, Payment and Health Care Operations

I may use or disclose your *protected health information (PHI)* for *treatment, payment and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- "*PHI*" refers to information in your health record that could identify you.
- *Treatment* is when I provide, coordinate and manage your health care and other services related to your health care. An example of treatment would be consultation with another health care provider, such as your physician or another psychotherapist.
- *Payment* is when I obtain reimbursement for your health care. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility and coverage.
- *Use* applies only to activities within my office such as sharing, employing, applying, utilizing, examining and analyzing information that identifies you.
- *Disclosure* applies to activities outside of my office such as releasing, transferring or providing access to information about you to other parties.

Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment and health care operations when your appropriate authorization is obtained. An "*authorization*" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes. "*Psychotherapy notes*" are notes I have made about our conversation during a private, group, joint or family counseling session.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child abuse:** If I, in my professional capacity, have reasonable cause to believe that a minor child is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk of harm to the child's health or welfare (including sexual abuse) or from neglect, including malnutrition, I must immediately report such condition to the Massachusetts Department of Social Services.
- **Adult and domestic abuse:** If I have reasonable cause to believe that an elderly person (age 60 or over) is suffering from or has died as a result of abuse, I must immediately make a report to the Massachusetts Department of Elder Affairs.

- **Health oversight:** If a government agency requests the information for health oversight activities, I may be required to provide it for them as required by law or a court ordered subpoena. My professional organizations may, for example, subpoena records should I be the focus of an inquiry.
- **Judicial or administrative proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law and I will not release information without a written authorization from you or your legally appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. You will be informed if this is the case.
- **Serious threat to health or safety:** If you communicate to me an explicit threat to kill or inflict bodily injury upon an identified person and you have the apparent intent and ability to carry out the threat, I must take reasonable precautions. Reasonable precautions may include warning the potential victim, notifying law enforcement, or arranging for your hospitalization. I must also do so if I know you have a history of physical violence and I believe there is a clear and present danger that you will attempt to kill or inflict bodily injury upon an identified person. Furthermore, if you present a clear and present danger to yourself and refuse to accept further appropriate treatment, and I have a reasonable basis to believe that you can be committed to a hospital, I must seek said commitment and may contact members of your family or other individuals if it would assist in protecting you.
- **Workers' Compensation:** If you file a workers' compensation claim, your records relevant to that claim will not be confidential to entities such as your employer, the insurer and the Division of Workers' Compensation.

Patient's Rights and Psychotherapist's Duties

Patient's Rights:

- **Right to request restrictions:** You have the right to request restrictions on certain uses and disclosures of protected health information about it. However, I am not required to agree to a restriction you request.
- **Right to receive confidential communications by alternative means and at alternative locations:** You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations (For example, you may not want a family member to know that you are seeing us. Upon your request, I will send your bills to another address.)
- **Right to inspect and copy:** You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- **Right to amend:** You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. On your request, we will discuss with you the details of the amendment process.
- **Right to an accounting:** You generally have the right to request an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this notice.) On your request, I will discuss with you the details of the accounting process.
- **Right to a paper copy:** You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Psychotherapist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will notify you electronically or by U.S. mail.

Complaints

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me at 617-965-3932. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services.