

DISCLOSURE STATEMENT AND CLIENT CONSENT TO TREATMENT

Welcome! This document contains important information about my counseling services and policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that protects clients' privacy rights with regard to the use and disclosure of Protected Health Information (PHI) for treatment, payment, and health care operations. To help explain this law in greater detail, a Privacy Notice-HIPAA Form regarding your health information is attached to this form and on my website.

In addition to talking in person, this form will give you helpful information so that you can decide if my services are a good fit for your needs. Please read carefully, and feel free to ask questions at any time.

Therapy Services

Therapy is not easily described and it looks different for everyone. In order for therapy to be most successful, **active involvement is required** in working on your concerns. It is very important to **seek insights** about your thoughts, feelings, and behaviors. This will help you **develop new skills to practice** in and outside of session. Therapy has been shown to benefit people in many different ways. For instance, therapy often leads to better relationships, solutions to specific concerns, and significantly less distress in one's life. Since therapy often involves discussing unpleasant aspects of your life, you may at times experience uncomfortable feelings like sadness, anxiety, shame, guilt, anger, frustration, loneliness, and helplessness. Though it may be difficult to experience these feelings, many people find it helpful in the long run because they gain a better understanding of themselves and others. Everyone's experience in therapy is unique. Although there are no guarantees associated with the outcome of your therapy, my hope is that you'll find therapy a safe, caring place to talk about your concerns and get the support you need.

Our first few sessions typically involve an evaluation of your needs. By the end of this initial period, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow. You are encouraged to evaluate this information along with your own opinions of whether working with me is a good fit for you. Therapy involves a commitment of time, money, and energy, so you are encouraged to be thoughtful about the therapist you select. Ideally, we would decide together when to end your therapy. However, if you wish to stop therapy at any time, please tell me ahead of time and attend at least one more session. If you would like to take a "time out" from therapy, please let me know that as well. If you have questions about the therapy process and recommendations, I will gladly discuss them whenever they arise.

Please note: **I do not offer Forensic Services** (ex. evaluation, expert testimony) and only participate under court order.

My Therapeutic Approach

I place a strong value on relationships, and I believe that change takes place in a safe environment where one feels heard and valued. I also believe that personal growth is aided by a healthy balance of challenge and support and I am committed to helping my clients create a safe space that is conducive to maximizing growth and potential. My presence is best described as open-minded, non-judgmental and caring. I believe in the medicine of laughter and I try to bring my sense of humor into the work we do.

Influenced by Positive Psychology and Buddhist Psychology, my approach is based on the mottos that "Acceptance precedes change" and "It's not the note you play, but the note after". Therefore, my goal is to help people explore areas of dissatisfaction so they can make healthier choices and boost self-confidence while highlighting or discovering strengths. My interventions are highly interactive and experiential, and often draw from the arts, including music, film, and literature.

Meetings

Sessions typically range from **45 to 60 minutes**. It is suggested that we meet on a **weekly basis, at first, and then reevaluate. Once scheduled, you will be expected to pay for the session unless you provide 24-hour advance notice of cancellation [or we both agree that you were unable to attend due to circumstances beyond your control].**

****Please note: Insurance companies do not provide reimbursement for canceled sessions**.**

Fees

Your health insurance may cover all or part of the fees and I will work with you to facilitate the exchange of information with your insurance company for payment. **However, you are ultimately responsible for all fees incurred.** You should contact your health insurance company or consult with me for additional information regarding payment arrangements. **Clients are responsible for payment of services at the beginning of each session.** In circumstances of extreme financial hardship, a fee adjustment or installment payment plan may be possible and a signed form will be required. **Please note:** insurance billing will be facilitated via web-based, HIPAA-compliant medical billing services. I would be happy to answer any questions you may have about this billing procedure.

Typically covered by insurance

60-75 minute Initial Intake Eval:	\$200.00
30 minute Individual Session:	\$90.00
45-50 minute Individual Session:	\$135.00
60 minute Individual Session:	\$180.00
50-60 minute Couples' Session:	\$180.00
75-90 minute Group Session:	\$40.00

Not typically covered by insurance

45 minute Individual Phone Session:	\$135.00
60 minute Individual Phone Session:	\$180.00
Phone Consultation (per hour/prorated):	\$180.00
→ partner, family, ancillary service providers	
Late Cancel/No Show:	\$120.00

Please note: There will be \$35 service fee for insufficient funds or payments that are not made according to our payment agreement. This \$35 fee is in addition to the original payment due to me. Fees may increase periodically, and I will provide you with a two-week notification should this occur during our work together.

I also charge **\$180 per hour for other professional services you may need**; I will prorate fairly. **Other services include telephone conversations lasting longer than 5 minutes, consultation services, 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 all of my professional time, including preparation and travel costs, even if I am called to testify by another party.

Please note: I accept **cash, check, money order, or Zelle QuickPay only**. I do not take credit cards.

Contacting Me

Due to my work schedule, I am often not immediately available by telephone or e-mail. When I am unavailable, your call will be routed to my confidential voicemail. I will make every effort to return your call or e-mail within 1-2 business days of the time of your contact. Instructions for emergency calls are given on my voicemail's outgoing message. Your local emergency room or law enforcement agency can provide emergency help if the crisis requires immediate assistance.

You may text or leave a message to schedule and cancel appointments. **Please note** that the use of **text is for scheduling purposes only**; nothing clinical or billing related. You will be identified in my phone by **initials only**, as "PHI" (Protected Health Information) should never be sent via text message. I encourage you to check your text signature settings so your name is not sent in your texts to me.

Email, text, or other electronic mediums are not completely secure or confidential. Your signing this document indicates that you know this and accept this limitation of confidentiality if you decide to use them

for contact. As such, I discourage the use of electronic mediums regarding clinical content. For more information about my Social Media policies and procedures, please see my **“Social Media Policy” form**.

Back-Up Therapeutic Coverage: When I am away from the office, I have a trusted psychotherapist cover for me in emergencies. They may need to know about you and I will leave their contact information with you and on my voice mail. This therapist is bound by the same confidentiality laws and rules as I am.

Confidentiality

The law protects the privacy of all communications between a client and a therapist. In most situations, I can only release information about your treatment to others if you sign a **written Authorization form** that meets certain legal requirements imposed by HIPAA and/or New York law.

However, in the following situations, no authorization is required:

- * I may occasionally find it helpful to consult other legal and mental health professionals about client concerns and needs. During a consultation, I take every precaution to avoid revealing the identity of my clients. Other professionals are also legally bound to keep the information confidential. If you don't object, I will not mention these consultations to you unless I believe that it is important to our work together. I will note all consultations in your Clinical Record, which is referred to as PHI in the **Notice of Policies and Practices to Protect the Privacy of Your Health Information** form attached to this document.
- * Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this form.
- * If you are involved in a court proceeding and a request is made for information concerning the professional services I provided, such information is protected by the therapist-patient privilege law. I cannot provide any information without your written authorization, or a court order signed by a judge. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- * If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- * If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to establish any necessary legal defense.
- * If a client files a worker's compensation claim, I must, upon appropriate request, provide any information concerning employee's physical or mental condition relative to claim as required by law.

There are some situations in which I may be legally and/or ethically obligated to take actions which I believe are necessary to attempt to protect others from harm and may require that I reveal some information about a client's treatment. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. These situations are unusual in my practice, however.

- * If I have reasonable cause to believe that any child or dependent adult with whom you may have contact or knowledge of has been abused, I am required to file a report with the appropriate government agency, usually the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- * If a client communicates an imminent threat of serious physical harm to an identifiable victim, I may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
- * If a client communicates an imminent threat of serious physical harm to self, I may be required to disclose information in order to take protective actions. These actions may include initiating hospitalization or contacting family or others who can assist in providing protection.
- * Due to the NY SAFE Act (Secure Ammunition and Firearms Enforcement Act) Section 9.46, I may have a responsibility as a clinician to report clients that I believe pose a 'clear and present danger' to themselves or others to the Department of Human Services, via the online Integrated SAFE Act Reporting Site (ISARS).

Your Rights as a Client

You have the right to choose a therapist who best suits your needs and purposes. You may seek a second opinion from another mental health practitioner or may terminate therapy at any time. You have the right to ask questions about anything that is happening in therapy. I am always willing to discuss why and how I develop my approach to working with someone, and am willing to look at alternative strategies for approaching a concern if you are unhappy with what I am doing. You have the right as well, to ask me about my training and background for working with your specific concerns. If I cannot be of help to you, I will provide you with referrals to other health care providers.

You have the right to request a truthful, understandable, and reasonably complete account of the nature of your concerns. I will keep you fully informed as to the purpose and nature of any evaluation, treatment, or other procedures, and of your right to freedom of choice regarding services provided.

****Please see the “HIPAA Notice of Policies and Practices to Protect the Privacy of Your Health Information” form for more details about the limits to confidentiality or your rights as a client.**

Professional Records

*The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. New York Law requires these records be kept for 7 years after therapy is terminated. Your Clinical Record includes information about your reasons for seeking therapy, a description of the ways in which your concerns impact your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. You may ask to see and have a copy of your record. You may also ask me to correct that record. I will not disclose your record to others unless you direct me to do so or unless the law authorizes or compels me to do so. You may see your record or get more information about it by discussing your request with me at any time. However, **all requests regarding your PHI must be made in writing.***

Insurance Reimbursement

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your services. If you have health insurance, it will usually provide some coverage for mental health treatment, often referred to as “Behavioral Health Services”. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, 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.

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 pre-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 much can be accomplished in short-term therapy, some clients may need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this were ever the case, I would do my best to either work out an appropriate fee arrangement or find another provider to continue your therapy.

You should also be aware that your contract with your health insurance company requires that you authorize me to provide it with information relevant to the services that I provide to you. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an authorization form that allows me to provide such information. I am required to provide a clinical diagnosis. Sometimes, I will be requested to provide additional clinical information such as treatment plans, summaries, or copies of your entire Clinical Record. This may require an additional authorization. If you refuse such authorization, the insurance company can deny your claims and you will be responsible for paying for services yourself. In such situations, I will make every effort to release only the minimum information about you that is necessary

for the purpose requested. This information will become part of the insurance company files. 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 I submit, if you request it.

Once we have 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 your sessions. It is important to remember that you always have the right to pay for the services yourself to avoid the issues described above.

Complaints

If you feel dissatisfied with our work together, I encourage you to talk about it with me in therapy. I will do my best to listen to your point of view and will try to resolve your concerns for which I may be to blame. If you feel that I have not responded in a satisfactory manner, you can also bring a complaint against me by contacting the following agency:

Office of Professional Medical Conduct
NYS Department of Health
Riverview Center
150 Broadway, Suite 355
Albany, New York 12204-2719.
Phone: 518-402-0836 or 1-800-663-6114
Fax: (212) 951-6420
Email: conduct@nysed.gov.
Web: <http://www.op.nysed.gov/opd/complain.htm>

The Office of Professional Discipline
85 Allen Street, Suite 120
Rochester, NY 14608
Phone: 585-241-2810
Fax: 585-241-2816

Client Consent to Treatment

I have read the Disclosure and Client Consent to Treatment document and understand it. I acknowledge receipt of the complete disclosure statement. I consent to therapy under the terms described above with Dr. Scott Kaplan and understand that I have the right to terminate therapy at any time I desire.

Your signature below serves as an acknowledgement that you have received a copy of the **HIPAA Notice of Privacy Practices form** and **Social Media Policy form**. This notice is yours to keep if you prefer.

When you sign this document, it will also represent an agreement between us. You may revoke this Consent to Treatment in writing at any time. Please note that I may need to disclose information to your health insurer or contact you for billing purposes following the formal date of your decision to revoke this Consent.

Signature of client

Date

I, Scott A. Kaplan, have discussed the policies, procedures, and client rights described in the Disclosure and Client Consent to Treatment form with the client whose signature appears above and with their parents/guardians if the client is a minor. My observations of his or her behavior and responses give me no reason, in my professional judgment, to believe that these persons are not fully competent to give informed and willing consent.

Signature of therapist

Date