## **Policy Statement**

#### Russell Shefrin, Ph.D.

The purpose of this document is to acquaint you with some of my practice policies and philosophies. I am associated with a network of providers, often referred to as "Western New York Psychotherapy Services", which has probably provided you with a policy statement regarding such matters as emergency procedures, late cancellations, Privacy Act details, etc. My positions generally parallel those of WNY Psychotherapy Services, but my purpose in writing this document is to provide you with information more specific to my practice.

# My Connection with Western New York Psychotherapy Services.

While I am associated with the network known as WNY Psychotherapy Services, I am entirely independent in providing clinical services (psychotherapy). I alone am responsible for those clinical services. WNY Psychotherapy Services (through Zannoni Enterprises) provides me and the other therapists in the network with secretarial, billing and other administrative staff, office space, etc. My psychotherapy records are maintained separately from those of the other providers, and no other network provider is allowed access to them without your permission. Questions about your clinical care should be addressed to me, not to WNY Psychotherapy Services. Likewise, checks for services rendered are to be made out to me, not WNY Psychotherapy Services.

#### What I Do.

I am a psychologist and am licensed to practice that profession in the State of New York. My Ph.D. in clinical psychology is from the State University of New York at Buffalo.

My primary professional role is to provide psychotherapy. There are several definitions of this procedure. I consider it to be a process whose goal is to modify maladaptive thoughts, feelings, and/or behaviors by verbal means. Specifically, in psychotherapy, we examine troublesome thoughts, feelings, and/or behaviors, factors which may be creating or maintaining them, possible connections to past events, and strategies for modifying the problem areas. Sometimes, an understanding of these matters is sufficient to induce change. At other times, specific strategies for change must be developed and practiced.

The terms "psychotherapy" and "counseling" are often used interchangeably, though some therapists see the words as referring to different procedures. I prefer to use the term "psychotherapy" to describe my professional work.

There are many schools of psychotherapy. My own practice tends to be somewhat eclectic, that is, deriving theory and technique from various schools of thought. However, I am most strongly influenced by the "cognitive behavioral" approach.

As with many attempts to make changes in life, psychotherapy has its potential benefits and risks. Possible benefits include, but are not necessarily limited to, greater self-awareness, a reduction in troublesome symptoms and behaviors, and a greater sense of control your life. (Of course, I can make no guarantees that treatment will be successful.) Potential risks include, but are not limited to, the failure to improve, learning things about yourself which you would rather not know, and the fact that changes in yourself, positive or negative, may disrupt established relationships with others. I shall be glad to discuss these matters with you, if you so desire.

You should be aware that health insurance companies typically pay only for treatment which is "medically necessary". I will not attempt to define this term exhaustively here; but I would like to point out that it generally includes the concept that covered treatment focuses on diagnosing, treating, or preventing a "disorder" (or disorders). The treatment cannot be solely for the convenience of the patient or therapist. The way I interpret this idea is that, if you have no symptoms, do not have a prior history of symptoms (or problem behaviors) which we may need to monitor, and are seeking psychotherapy only out of curiosity or some similar motive, I probably will not be able to justify treatment under your insurance plan. I would be glad to work with you in these areas; but, in all likelihood, you will have to pay entirely "out of pocket". Also, in the past, at least, some insurance companies seem to have interpreted the concept of medical necessity to mean short-term, crisis focused treatment when it comes to mental health. Now that New York State has passed a mental health parity act ("Timothy's Law"), we may see a change in this area.

#### Limits on Confidentiality.

I believe that part of the effectiveness of psychotherapy lies in its confidential nature. In my work with you, the confidentiality of our communication is one of my highest priorities. There are, however, some limits on confidentiality. For example, if I have reason to believe that a patient may be physically or sexually abusing his or her child, I am required to report the matter to proper authorities. There are other instances of child abuse which I may be required to report. Secondly, if intent to commit a crime is disclosed, there is the possibility that, under certain circumstances, I may have to break confidentiality. Thirdly, if a genuine threat is made, by a patient, to harm seriously or to kill another person, I may have to take steps to protect the intended victim. The steps might include informing the potential victim. Additionally, if, in my opinion, a patient is at imminent and serious risk for killing him- or her-self, I might have to inform some other responsibility party.

If you are involved in a legal proceeding in which you plan to cite your psychotherapy (for example, workers' compensation, personal injury matters, etc.), I recommend that you check with your attorney about the matter of confidentiality. There may be situations in which the "other side" wants your records, and I may be forced to comply.

Another situation in which there are limits on confidentiality concerns insurance companies. By using your health benefit, you are usually permitting me to disclose, to the insurance company, that you are a patient as well as to provide a diagnosis and other information about you. Also, some insurance companies reserve the right to examine or to audit your chart. If you have concerns about this, please discuss it with me.

## Communication.

There may be times when I, or the office staff, will need to contact you. Unless you tell me otherwise, I assume that we are free to call your home or work number and to leave a message for you. If you do not want us to contact you; or, if you want us to modify the procedure for leaving messages, please make it a point to so inform me and the office staff.

## Medication, etc.

As a psychologist, I am not permitted to prescribe medication or to admit you to a hospital. Sometimes, one or both of these interventions is indicated. In those cases, I refer to the appropriate medical personnel, such as your primary care physician or a psychiatrist. Normally, I will need to obtain your permission before I can discuss your case with these professionals.

## The Matter of Fees.

Fees are normally due, in full, at the time of service. One exception occurs when I am a "participating provider" in your health insurance. In that case (assuming you are using your insurance coverage), I will bill the insurance company for that portion of the fee which you are not required to pay at the time of service. The portion which your insurance contract requires you to pay at the time of service is generally called a "copayment" and must be paid in full at each visit. In those situations in which you are responsible for the entire fee, it may be possible to work out a payment plan. I will be glad to discuss this matter with you, but please note that I typically do not reduce the fees themselves.

I do not charge a fee for missed appointments if you call more than 24 hours in advance. If you call to cancel with less than 24 hour notice, a fee is charged (\$50.00 as of January, 2022). If you miss your appointment without calling at all, a fee is charged (\$70.00 as of January, 2022). As far as I know, these charges are not covered by insurance plans. (Incidentally, our office staff tries to make reminder calls for up-coming appointments. If you have authorized us to make these "courtesy calls", please remember that you are still responsible for keeping track of your appointments. There are many

times when office staff does not have time to make the reminder calls, and I do not waive missed appointment fees because such a call was not made.)

# Emergency Procedures.

If you need to reach me (or a covering therapist) in the event of a psychological emergency, here is the procedure for doing so. Call the office. (Orchard Park office: 675-9232; Amherst office: 837-6705.) If it is open, inform the secretary that this is an emergency; and she will try to reach me or a member of our network who is covering for me. If the Orchard Park office is closed, you will hear a tape-recorded message which will include the phone number of our answering service. (An after hours call to the Amherst office is forwarded automatically to the answering service.) Call the service, tell them this is an emergency, and ask them to try to reach me. If you do not hear from me in a reasonable period of time, it probably means that the answering service was not able to contact me. If they do not call you back with this information, call them again and request that they contact the on-call therapist. There may be circumstances in which the covering therapist is not able to return your call promptly. If so, and you need immediate assistance, I urge you to consider calling your physician, going to the emergency room of a hospital, or calling Crisis Services (834-3131, Erie County). (I will assume that, in an emergency, the covering therapist and I can exchange relevant information about you.)

If you have any questions or concerns about matters covered in this statement, please feel free to discuss them with me.

Russell Shefrin, Ph.D. Licensed Psychologist

I have read and understand these policies:	
Name (Please Print):	
Name (Signature):	Date:
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