

Carolyn Shoshana Fershtman, JD, Ph.D.

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This form provides you with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA pre-emptive analysis.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family members communicate to Dr. Fershtman that the client presents a danger to others. **When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Fershtman. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless authorized to do so by all adult family members who were part of the treatment.

Emergencies: If there is an emergency during our work together, I may also contact the person whose name you have provided on the biographical sheet.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a message at (707) 528-2441 and your call will be returned as soon as possible, between 9 am and 6 pm, Monday through Friday. **I do not return calls, texts or emails on the weekends unless there is an emergency.** I check messages several times during the daytime only, unless I am out of town. If an emergency situation arises, indicate it clearly in your message. Do not use e-mail, text or faxes for emergencies, as I do not always check these daily. **If you need to talk to someone right away call Psychiatric Emergency Services (Santa Rosa): (800) 746-8181, 24-hour crisis line or the Police at 911.**

PHONE SESSIONS: If you would like to schedule time to speak by phone between sessions, we can schedule a check in that is ten minutes or less. Any calls over 10 minutes will be prorated at the hourly rate.

CANCELLATION: A minimum of 48 hours (2 days) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the standard fee of \$125-140 per 50 minute or \$150-160 per hour session at the end of each session or at the end of the month unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise.

Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Dr. Fershtman will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Fershtman can use legal or other means (courts, collection agencies, etc.) to obtain payment.

___ I understand the terms of this agreement to pay \$___ per 50 minute session.

Consultation: Dr. Fershtman consults regularly with other professionals regarding her clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell phones, Computers and Faxes: Computer, e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails and Skype communications are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Please notify me if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or Faxes. If you communicate confidential or highly private information via e-mail or text, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and she will honor your desire to communicate on such matters via e-mail or text. Please do not use e-mail, text or faxes for emergencies.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Dr. Fershtman, only the minimum necessary information will be communicated to the carrier.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client's) nor your attorney's, nor anyone else acting on your behalf will call on Dr. Fershtman to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Records and Your Right to Review Them: Both the law and professional standards require that I maintain appropriate treatment records for at least seven years. Unless otherwise agreed to necessary Dr. Fershtman retains clinical records only as long as is mandated California law. If you have concerns regarding the treatment records please discuss them with me. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way. In such a case I will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I assess that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, I will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

MEDIATION & ARBITRATION: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Fershtman and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Sonoma County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Fershtman can use legal means (court, collection agency, etc.) to obtain payment.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. I will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation.

During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, I will draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you.

I do not provide custody evaluation recommendation nor medication or prescription recommendations, nor legal advice, as these activities do not fall within my scope of practice.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, I will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives and his view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, please ask and can discuss these fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

Termination: After our first few meetings, I will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals who you can contact. If at any point during psychotherapy I assess that I am not effective in helping you reach the therapeutic goals or that you are non-compliant I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you with referrals, and if you provide your written consent, will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, if appropriate, I will offer to provide you with names of other qualified professionals.

I have read the above Agreement, Informed Consent, Office Policies and General Information carefully, I understand them and agree to comply with them:

Client name (print)	Date	Signature
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Client name (print)	Date	Signature
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Dr. Carolyn Shoshana Fershtman Licensed Clinical Psychologist Psy 22774	Date	Signature
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