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*Psychotherapist*

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## Informed Consent for Treatment

### General Information & Service Agreement:

Both law and ethics require that I provide you with the following information before we begin working together. 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 together. When you sign the Informed Consent Receipt, you are acknowledging you have read and understood the contents on this document.

### Qualifications:

I am a licensed Marriage and Family Therapist and I can help you cope with life's challenges such as, death of a loved one, domestic violence, addiction, family/relationship problems, addiction issues, marital conflict, infertility, abuse, chronic illness, unemployment, etc.. My experience includes but is not limited to the treatment of depression, anxiety, trauma, substance disorders, and a variety of other conditions. As a psychotherapist, I bring certain expertise to our collaboration while you bring self-knowledge, the ability to learn from your life experiences, and a vision of what you want your life to be like. I realize that entering therapy is a large emotional and financial commitment, and do everything I can to make the most of your investment. That said, if you come to therapy with an issue that I feel is outside my area of competence, I will provide you with referrals to other treatment providers who have qualifications more specific to your needs. Please feel free to ask any questions you have about my academic or professional qualifications.

**What is Psychotherapy?** The experience of therapy differs for everyone since each therapist and each individual entering therapy is unique. In general, psychotherapy includes therapists helping clients get to

know themselves better and increase their self-awareness. Therapy is not a process of therapists telling clients how to live or what choices to make. The purpose of the therapeutic relationship is to help the client change their life in a positive way.

Many people think you have to be "sick" before seeking out therapy, but this is not true. Just as you don't have to be drowning before taking swimming lessons; your life doesn't have to be falling apart before seeking therapy. An early psychological consultation may help you deal with problems before they become critical.

In the beginning, the client and therapist work together to determine the exact goal(s) that the client wants to achieve through therapy. Treatment goals can be general or specific depending on the problem that brought the client to therapy. In general, therapists are trained to identify patterns of behaviors and thoughts that clients may or may not be aware of. Often old patterns can stand in your way, making change difficult. Therapists can help you break out of time-worn ruts and find new ways of living.

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. Therapy involves a large commitment of time, money, and energy, so you should be very thoughtful about the therapist you select.

**Benefits and Risks:** There are many potential benefits to participating in psychotherapy. Depending on why you are seeking treatment and what issues you bring with you into therapy, you may experience some or all of these benefits: symptom reduction, solution to specific problems, increased well-being, improved relationships, increased self-knowledge, a sense of pride, increased self-esteem, freedom from destructive patterns of behavior, and increased overall enjoyment of life.

There are some risks to entering therapy. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, or helplessness. You may also feel worse before you begin to feel better because you may be facing difficult issues for the first time. Some people choose to leave therapy when they begin to experience more emotional pain during sessions. While this self-protective behavior is understandable, it is ultimately leaving you with the same problems

that brought you into therapy. If you feel the urge to end therapy, please discuss it with me before doing so.

**Alternatives to Therapy:** Psychotherapy is not the only option for dealing with emotional issues. There are many alternative treatments available depending on the problems that bring you to therapy. Pastoral counseling, 12 step groups, diet and exercise, prayer, yoga, psychotropic medications, and self-help books have all proven effective for some people with various conditions. Of course, there is always the option of choosing no treatment at all. There is also the possibility that I am not the right therapist for you. If you feel that psychotherapy is not the right approach for you or that we are not a good match, feel free to speak with me about your alternative treatment choices. I will not be offended or hurt, but instead will try to help you find the best solution. I am also able to provide referrals to other therapists, psychiatrists, books, or other resource options if you choose them.

**Confidentiality:** As a psychotherapy client, you have privileged communication. This means that your therapeutic relationship with me, all information disclosed in our sessions, and the written records of those sessions are confidential and may not be revealed to anyone without your written permission, except where the law requires disclosure. Most of the provisions explaining when the law requires disclosures are described in the enclosed Notice of Privacy Practices.

**When Disclosure Is Required by Law:** Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.

6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

If you mention any of these situations during one of your sessions, I am required by law to break confidentiality and contact the proper authorities. If a client 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. If a client communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the client, or contact others who can assist in protecting the victim.

**When Disclosure May be Required:** Disclosure may be required in a legal proceeding. If you place your mental status at issue in litigation that you initiate, the defendant may have the right to obtain your psychotherapy records and/or my testimony. Additionally, if you have not paid your bill for treatment in a long period of time, your name, payment record and last known address may be sent to a collection agency or small claims court.

If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself. If a government agency is requesting the information pursuant to their legal authority, I may be required to provide it for them. If a patient files a worker's compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition to the worker's compensation insurer.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have.

**Limits of Confidentiality in Couples or Family Work:** In couples or family treatment, please be aware that information shared with me will be discussed with your partner or family if they are participating in treatment. If you feel something should not be shared with your partner, please do not tell me. I maintain a "no secrets" policy when working with couples. It is in a couple's best interest to have the individuals not keep secrets from each other over time. If one member

of a couple reveals information about the relationship to me and indicates that this information is to be kept confidential from her/his partner, I will make an informed decision about whether keeping this information secret would be in the best interest of the couple and your goals. If it is determined that keeping this information secret jeopardizes the goals, I am under no obligation to keep this information confidential.

**Policy Regarding Consent for the Treatment of a Minor Child:** I generally require the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of a parent to give consent for psychotherapy, I will require that parent to submit supporting legal documentation, such as a custody order, prior to the start of services.

My role as your child's therapist is to provide support and help them attain therapeutic goals (i.e. decrease acting out behavior, develop coping skills, increase self-esteem etc.). Please note that I am not a custody evaluator and will not make any determinations verbally or in writing regarding custody arrangements, opinions on parental fitness, or other topics involving custody. If your child is coming to treatment for issues involving divorce or custody arrangements, and you are seeking a treatment provider that specializes in custody evaluations, I am happy to provide you with referrals. Although I have worked with families and children adjusting to divorce, custody determination is not my specialty. In the situation of working with children in high-conflict divorce cases, I will likely refer out to a professional who specializes in this area.

When working with children I often take a Family Systems approach, meaning, I may ask to incorporate the family in treatment if I believe it will be beneficial for the child. Also, it may be the case that I ask the parent to meet with me individually for parent coaching or consultation between sessions with the child.

**Litigation:** I will not voluntarily participate in any litigation or custody dispute. I will not communicate with a client's attorney and will not write or sign letters, affidavits or reports to be used in a client's legal matters. I will not provide testimony or client records unless compelled to do so. Should I be subpoenaed to appear as a witness in an action involving a client, the client agrees to reimburse me for time spent for preparation, travel, court appearances, etc. at the hourly rate of \$375.

**Psychotherapist-Patient Privilege:** The information disclosed by you, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between Therapist and Patient in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the patient is the holder of the psychotherapist-patient privilege. If I receive a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-patient privilege on your behalf until instructed, in writing, to do otherwise by you or your representative. You should be aware that you might be waiving the psychotherapist-patient privilege regarding your entire treatment if you make your mental or emotional state an issue in a legal proceeding. You should address any concerns you might have regarding the psychotherapist-patient privilege with your attorney.

The Therapeutic Relationship Because clients often disclose many deeply felt personal thoughts and experiences, the therapeutic relationship can become very close and important. Although this closeness is normal, it is necessary for all clients to recognize that I cannot at any time, during or after your course of therapy, be friends or engage in any business endeavors. Should we meet by chance on the street or at a social gathering, I will not approach you in an effort to maintain your confidentiality. If you choose to say hello I will gladly respond to you but will keep our conversation to a minimum to again preserve your privacy.

While talking about sexual thoughts or feelings may be a part of therapy for some people, actual sexual relations between clients and psychotherapists is NEVER ALLOWED. These boundaries are important for ethical, professional, and effective psychotherapy. If a client at any time has difficulties maintaining these boundaries in therapy, I reserve the right to refuse my services and will give appropriate referrals. If you have had a sexual relationship with a therapist in the past I can provide you with support and resources to help you deal with that experience. While I am strongly opposed to these types of relationships, your confidentiality still applies and I cannot report that therapist for the sexual relations.

In sum, therapy never involves sexual, business, or any other dual relationships that could impair my objectivity, clinical judgment or therapeutic effectiveness or could be exploitative in nature. Please discuss this with me if you have questions or concerns.

**Medical Issues and Medication:** Your physical health can have a profound influence on your emotional well-being. I urge you to have a physical examination to rule out any physical conditions causing or exacerbating your current emotional state. You are also strongly encouraged to follow up on referrals for any additional services we may discuss. Similarly, it is your responsibility to keep current with your physical condition by receiving medical check-ups and/or care.

Medications can be quite helpful and in some cases are essential. I can assist you in finding a psychiatrist, and coordinating your treatment with him or her.

**Substance Use:** You are asked to refrain from being under the influence of alcohol and/or recreational drugs during our sessions. If you choose to come to a session intoxicated, I might end our session early. I also may re-evaluate the feasibility of continuing our work together.

**Frequency and Duration of Sessions:** During the first few sessions, we will set up a schedule of appointments and tentatively work out how long you may need to continue in therapy to achieve your goals. Often, one day a week for three or four months is required, depending on how much work needs to be done and how much time you choose to invest. The length of time can be adjusted as new insights are made or new problems appear. In any case, how long you are in therapy is up to you. Part of my job is to help you develop a treatment plan, track your progress, and help you determine when it's time to end. Each session lasts approximately 50 minutes unless otherwise arranged.

**Professional Records:** The laws of California and the standards of my profession require that I keep treatment records. The information in your electronic medical record is utilized in a number of ways. I use it to plan your treatment and keep a record of the significant issues that we address in treatment. I also use the information to coordinate your treatment with other professionals or to provide information to significant others or family members; information is only provided to those that you have given me permission in writing to communicate with regarding your treatment. I will maintain client records for seven years following termination of therapy (seven years after reaching age 18 for minor clients). However, after seven years, client's records will be destroyed in a manner that preserves confidentiality.

For clients younger than eighteen years of age, please be aware that the law may provide parents the right to examine treatment records. It is my policy to request that parents give up direct access to minor

client's records. This often allows minor client's to discuss more information in session and improves treatment. If parents agree, I will provide them only with general information about the treatment, unless I feel there is a high risk that the minor client is facing serious jeopardy or harm. In that case, I will notify parents of my concern. Before giving parents any information, I will discuss the matter with the minor client, if possible, and do my best to handle any objections the minor client may have with what I am prepared to discuss.

**Right to Request Restrictions:** You have the right to privacy, and to request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. As noted above, I will not release your confidential information without your written permission. Any restrictions to your Authorization to Release Information should be specified on the Authorization.

**Right to Request Confidential Communications:** You have the right to request that I communicate with you only in certain ways. For example, you can ask that I not leave a telephone message for you, or that I only contact you at work or by mail.

**Right to Amend:** If you believe that the information I have about you is incorrect or incomplete, you may ask me to amend that information. It is my practice to accept this sort of request in writing, and that any information you may wish to add to your record also be provided to me in written form.

**Right to an Accounting of Disclosures:** You have the right to request an "Accounting of Disclosures." This is a list of the disclosures I have made of medical record information. That information is listed on the Authorization to Release Information, and will be provided to you at your written request.

#### **Electronic Records and Electronic Protected Health Information (ePHI)**

The HIPAA Privacy Rule protects the privacy of individually identifiable health information, called protected health information (PHI), as explained in the Privacy Rule. The Security Rule protects a subset of information covered by the Privacy Rule, which is all individually identifiable health information a covered entity creates, receives, maintains or transmits in electronic form. The Security Rule calls this information "electronic protected health information" (e-PHI). The Security Rule does not apply to PHI transmitted orally or in writing.

Electronic records are subject to similar concerns and requirements as paper records. I keep electronic medical records on each patient. The 2005 HIPAA Security Rule provides specific guidance on managing electronic protected health information. It applies to practitioners who must comply with HIPAA and who store or transmit such information. The rule requires that I take special care in maintaining electronic records and that I conduct a risk analysis of specific issues and security measures appropriate for the practice. The electronic practice management company that I use takes reasonable efforts to maintain their service in a manner that includes appropriate administrative, technical and physical security measures designed to protect the confidentiality, availability and integrity of ePHI as required by HIPAA. The database is fully encrypted, access to the application is encrypted, data is backed up regularly at a SAS 70 Type II certified data center, strong passwords are required and changed frequently, all actions are logged which offers a strong audit trail, powerful firewalls protect the servers, allows ability to print a paper copy of medical file, and limited IP addresses are allowed to access the service.

I make reasonable and appropriate administrative, technical, and physical safeguards for protecting ePHI. Including: (1) Ensuring the confidentiality, integrity, and availability of all e-PHI that I create, receive, maintain or transmit; (2) Identifying and protecting against reasonably anticipated threats to the security or integrity of the information; (3) Protecting against reasonably anticipated, impermissible uses or disclosures; and (3) Ensuring compliance by my workforce.

Workstation, Device Security, and Technical Safeguards I implement policies and procedures to specify proper use of and access to workstations and electronic media. I have policies and procedures regarding the transfer, removal, disposal, and re-use of electronic media, to ensure appropriate protection of electronic protected health information. I also have several technical safeguards to protect your health information including:

- Access Control. I implement technical policies and procedures that allow only authorized persons to access electronic protected health information (ePHI).
- Audit Controls. I implement hardware, software, and/or procedural mechanisms to record and examine access and other activity in information systems that contain or use ePHI.

- **Integrity Controls.** I implement policies and procedures to ensure that ePHI is not improperly altered or destroyed.
- **Transmission Security.** I implement technical security measures that guard against unauthorized access to ePHI that is being transmitted over an electronic network.

**Right to Inspect and Copy:** You are entitled to receive a copy of your medical record unless I believe that receiving that information would be emotionally damaging. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records or receive a copy of your records, I require written notice to that effect, and I would expect to discuss your request with you in person. I typically provide a treatment summary when there is a request for records. If I deny you access to your records, you can request to speak with an independent colleague of mine about the situation. Your request for independent review of your original request for records should also be made in writing. If you are provided with a copy of your medical record information, I may charge a fee for any costs associated with that request.

**Professional Consultation:** I consult regularly with other professionals regarding my clients in order to provide you with the best possible service. Names and other identifying information are never mentioned; client identity remains completely anonymous and your confidentiality will be fully maintained.

**Diagnosis:** Within our first few meetings, I will form a diagnostic impression of the problems you are bringing into therapy. Some commonly known clinical disorders include: depression, anxiety, phobias, substance abuse, adjustment disorders, etc. It is important to remember that not all clients receive a diagnosis. However, if you do meet criteria for a diagnosis, it is your information and you are entitled to it. Feel free to talk to me about your diagnosis and what it might mean to you.

**Payment and Financial Arrangements:** The fee for professional services are to be paid at the time of service, unless we have agreed to other arrangements prior to our meeting. If you miss two payments, treatment will be suspended until your balance is paid in full except in cases of emergencies. The reason for this is to prevent the additional discomfort that comes into therapy when there is a substantial amount of money owed. If you are late, we will end on time and not run into the next person's session.

**Insurance:** 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 treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, my billing service and I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

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 advance authorization, without which they may refuse to 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. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

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 I submit, if you request it. By signing the Informed Consent Receipt, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient.

Either amount is to be paid at the time of the visit by check or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. You are responsible for the amount due if your insurance company denies coverage. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you to a colleague.

**Rates:** My full rate for a 45-minute psychotherapy session is \$145.00, 60-minute psychotherapy session is \$165.00

If you do not have insurance and you are going to pay out of pocket with cash/check, I offer the below rates based on availability.

45-minute individual psychotherapy session: \$95.00-\$125.00.

\*Please discuss rates with me as I offer sliding scale fees to those who cannot afford my full fee. I also offer temporary fee reduction based on your financial needs.

Please note that if I am seeing you on a sliding scale or temporary fee reduction basis, we will revisit our agreed upon fee schedule after one month to determine the need for this service.

You may pay by cash or check. Checks should be made out to: Shushanik Khachatryan. If a personal check is returned for insufficient funds, there will be an additional \$25 fee to cover banking charges.

**Emergency Procedures:** I am not available for emergencies. If you think that you are having a psychiatric emergency or need to speak to a

mental health professional immediately, dial 911 or go to your nearest emergency room.

**Communication:** My private phone number is (818) 926-3030. For non-urgent matters I will get back to you as soon as possible, usually within 24 hours during the week and less frequently on the weekends. There is no charge for brief telephone calls lasting between 5-10 minutes. Calls of 15 minutes in length or larger will be charged proportionally at my hourly rate.

**Outside of Office:** If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

**Electronic Communication:** Email will only be used for scheduling and not for personal counseling or conversations. I check and respond to email once per business day. If you need me to respond more quickly, please call and leave a voicemail message. Email has significant limitations and confidentiality cannot be guaranteed. It is important to be aware that computers, unencrypted email and texts can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. If you communicate confidential or private information via unencrypted email or texts, I will assume that you have made an informed decision and will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters.

**Cancellation Policy:** Scheduling a session establishes a contract between us whereby you have the exclusive use of my time for your scheduled appointment. In the event that you are unable to keep your appointment, I ask that you cancel as soon as possible but at least 24 hours prior to your scheduled session. If you need to change or cancel a session leave me a telephone or text message at (818) 926-3030. If you do not show up for a scheduled session, you will be charged your usual session fee. The usual session fee will be waived if you cancel by 9:00 AM the day before your scheduled session. The late

cancellation fee can be waived once in the case of an emergency or illness.

**Contacting Me:** I am often not immediately available by telephone. I will not answer the phone when I am with a client. You may call me at (818) 926-3030. You may also e-mail me at [shushan@shushantherapy.com](mailto:shushan@shushantherapy.com). Please note, despite using several security measures, I cannot guarantee the confidentiality of communication sent via cell phones or the internet. I will make every effort to return your call/e-mail within 24 hours, with the exception of weekends, holidays, and scheduled vacations. If you are experiencing an emergency, immediately contact your physician, go to the nearest emergency room, or call 911.

**Ending Treatment:** Ending treatment is inevitable. Usually, we will work together to make the decision to end treatment when the time is right; however, either of us may terminate our work together if we do not think it is in your best interest to continue. I typically will ask that we meet for one or two sessions after an agreement to end therapy. Such sessions are usually quite rewarding, allowing us to review your goals and accomplishments, outline any further work to be done, and examine your options for the future. It is also important to discuss if you would like to take a vacation from therapy. We often can arrange for such time to be maximally productive if discussed in advance. In the future, if you feel the need to return to therapy as new issues arise, you are welcome to contact me and schedule an appointment. Going back to therapy is not a failure but instead it is an indication that you have learned to identify times when you could use some extra support and guidance in your life.

Now that you've taken the time to read this information, I would like to end by sincerely welcoming you to my practice. I look forward to a successful and therapeutic relationship with you.