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### **INFORMED CONSENT, CONFIDENTIALITY, OFFICE POLICIES**

The following are some general guidelines regarding my practice, and my understanding of your rights to confidentiality of communications. Both Federal and California law require me to provide you with information concerning confidentiality and record keeping. Along with this "Informed Consent," you are also receiving a notice from me regarding the Health Insurance Portability and Accountability Act (HIPPA), a federal law effective April 2003 providing new privacy protections and patient rights with regard to the use and disclosure of your health information for purposes of treatment, payment and health care operations.

I will ask you to sign both the "Informed Consent, Confidentiality & Office Policies" and "Notice of Privacy Practices (HIPPA)" information forms. When you sign the first of these two forms (Informed Consent), it will represent an ongoing agreement between us. You may revoke this in writing at any time and that revocation will be binding on me unless I have already acted upon your previous agreement, or if you have not met any financial obligations you have incurred. The law requires that I also obtain your signature on the second form (HIPPA Notice) acknowledging that I have provided you with HIPPA information.

**GENERAL:** My practice location is at 925 De La Vina, Santa Barbara, CA, 93101. I am currently only doing zoom or phone sessions. The nature of my practice is individual therapy, consultation, and supervision. While many problems can be well addressed in psychotherapy, therapy does not always accomplish everything expected or hoped for. The chances for success are greatly enhanced by keeping specific commitments, such as attending treatment at the suggested frequency, arriving on time, and maintaining proper professional boundaries. During our initial consultations, we will discuss your options for treatment, particular ideas about how psychotherapy works best, and the kinds of things that will be useful to address. We will also come to an agreement about the approach we will take in our work together. If I do not believe I have the skills or specialty to address your needs in therapy, I will let you know this at the end of the evaluation and provide referrals to a therapist who may be a better fit. Thus, we will both decide after the evaluation period whether or not we will decide to begin psychotherapy.

**MY AVAILABILITY:** My phone number is 310-913-9773. I frequently am not available to respond to phone calls immediately; however, I check my messages several times between Monday and Friday. If I plan on being unavailable for an extended period of time, I will have provided you ahead of time with the name and phone number of a colleague to contact, if necessary.

**PSYCHOTHERAPY:** Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient(s), and the particular problems you bring forward. Psychotherapy is unlike a medical doctor visit in that it calls for a very active and engaged effort on your part. In order for therapy to be most successful, you will have to work on things we talk about both during our sessions and sometimes at home in between our sessions.

Psychotherapy can have benefits and risks. Psychotherapy has been shown to have benefits for people who engage in the process. 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. Since therapy often involves discussing unpleasant aspects of your life, from time to time, you may also experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness.

As mentioned above, 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 me in therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a commitment of time, money, and energy, so you should be careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. I would be happy to help you arrange a meeting with another mental health professional for a second opinion.

If at any point during psychotherapy, I assess that I am not being effective in helping you reach the therapeutic goals we have agreed upon, I will discuss this with you and, if appropriate, 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 in writing, I will talk to the psychotherapist of your choice in order to help with the transition should we terminate treatment. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and with your written consent, I 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, I will offer to provide you with the name of other qualified professionals whose services you might prefer.

**EMERGENCY PROCEDURES:** If you are calling regarding an urgent or emergent matter, are unable to reach me, and feel that you can't wait for me to return your call, please contact your family physician, then go to the nearest emergency room and ask for the psychologist or psychiatrist on call, or call 911 in the case of a psychiatric emergency.

**FEES AND PAYMENT:** Individual psychotherapy sessions are typically 50 minutes in length. Payment is due at the time of service, unless being granted temporary pro bono services. My session fee is based on community standards and is currently \$195, unless we have discussed differently or you are choosing to use insurance. The only insurance I accept is MHN. *If being offered pro bono services, there is a 3 session limit.*

In addition to regularly scheduled appointments, I charge my hourly rate (pro-rated) for other professional services you may need. Such services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and 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 billed for my professional time even if I am called to testify by another party. *If being offered pro bono services, additional services are limited to telephone conversations up to 10 minutes in duration.*

You are responsible for payment of all services rendered. If you wish to use an insurance other than MHN to pay for your treatment, you are responsible for paying me directly and then arranging for reimbursement from your insurer, unless we have made an alternative arrangement. If you plan on

submitting my invoice to your insurer, at your request I will provide you with that invoice including information required by your insurer, which you should then submit for reimbursement.

I strongly urge you to read your insurance policy concerning deductibles, co-payment, annual limits, and the process(es) for appeal of denied services. Most insurers do not pay for missed sessions you do not attend. You are responsible for services not covered by your insurance policy. It is up to you to ascertain with your insurer the particular coverage you may be entitled to.

Insurance companies always require a diagnosis and some other identifying information about you; on occasion, insurers will also ask to review records. If you use your insurance to pay for services, I may be required to provide these records in accordance with the agreement that you made with your insurer when you enrolled. I will let you know if a request is made by your insurer, but it is important that you know you may have entered into such an agreement ahead of time. Consequently, you may choose not to use your insurance. By signing this agreement, you agree that I can provide requested information to your insurance company.

If your account has not been paid for more than 60 days and arrangements for payment have not been mutually agreed upon by both of us, I have the option of using legal means to secure payment from you. This may involve hiring a collection agency or going through small claims court. If such a legal action is necessary, the costs for doing so 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.

**MEETINGS, CANCELLATIONS AND MISSED APPOINTMENTS:** If psychotherapy is begun, we will usually schedule a 50-minute session once or twice weekly at a time we agree on. Once an appointment hour is scheduled, unless you provide a 24-hour advance notice of cancellation, you will be charged for the full session you missed. The exception to this is when we both agree that you were unable to attend due to circumstances beyond your control. If possible, I will try to find another time during the same week to reschedule the appointment; in that event, you will not be charged for the missed or late-cancelled session. Cancellations more than 24 hours ahead of an appointment will not be billed to you. If you cancel an appointment with less than 24 hours notice for any reason, you will be responsible in full for that meeting as your "scheduled hour" unless another person is able to use that appointment time. If you submit my invoice to your insurer in order to be reimbursed, it is important for you to know that insurance companies generally do not reimburse for missed appointments. Again, it is up to you to ascertain the particular coverage you may be entitled to.

**ELECTRONIC COMMUNICATIONS:** In order to maintain clarity regarding our use of electronic modes of communication during your treatment, I have prepared the following policy. The use of various types of electronic communication is increasingly common, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of my profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law. If you have questions about this policy, please feel free to discuss this with me.

- **Email and Text Communication**

I use email and text messages only for administrative purposes unless we have made another agreement and only with your permission. That means that email and text exchanges with me should be limited to things like setting and changing appointments, billing matters, and other

related issues. Please do not email or text me about personal or “clinical matters” usually discussed in psychotherapy because these forms of communication are not secure. If you need to discuss a clinical matter with me, please call me so we can discuss it on the phone or wait so we can discuss it during your next therapy session. The telephone or face-to-face context simply is a much more secure mode of communication.

- **Social Media**

I do not communicate with or contact any of my clients through social media platforms like Twitter and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you.

**RECORDS:** The laws and standards governing my profession require that I keep information (called “Protected Health Information” in HIPPA terms) about you in your clinical record. You may examine and/or receive a copy of your records if you request in writing, unless I believe that access would endanger you. If that were the case, you have the right to a summary. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, if you do wish to read your record, I recommend that you initially review it in session with me so I can clarify anything that is unclear, and address questions or reactions you may have.

On occasion, some insurers request to review some or all of my records regarding your treatment. If you use your insurance company to pay for your treatment, I may be required to provide these records by the agreement you made. As stated above in “Fees and Payment,” while I will let you know if a request is made by your insurer, it is important that you know you may have entered into such an agreement ahead of time. Please see the information contained in the accompanying document regarding HIPPA for additional information regarding record keeping and confidentiality.

**CONSULTATION:** Consultation is a standard or “accepted” part of a high-quality psychotherapy practice. It is akin to a “second opinion” and is useful to ensure that we are working as productively as we can.

Periodically, I may consult with other experienced, licensed psychologists or psychiatrists regarding our work with each other. In this instance, I will always consult in a manner that protects your identity.

Therefore, my clients’ identity remains completely anonymous, and confidentiality is fully maintained. If you don’t object, I will not tell you about any consultation unless I feel that it is important that you know.

I will note any consultation in your clinical record. Your signature on this agreement provides consent for consultation. In the rare event you do object to this, and it is my opinion that safety requires otherwise or I feel that the treatment is untenable, I will discuss this with you prior to obtaining a consultation.

**PATIENT RIGHTS:** HIPPA provides several new or expanded rights with regard to your clinical record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your clinical record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the HIPPA Notice Form, and my privacy policies and procedures.

**PRIVACY, RECORDS, AND THE LIMITS OF 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. But there are a few exceptions where disclosure of protected information may be required or is required.

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.

The law requires that I maintain records of your treatment. Because the law protects the privacy of all communications between a patient and a psychologist, in most situations I may only release information about your clinical condition and treatment if you sign a written authorization that meets certain legal requirements imposed by HIPPA.

There are some situations where I am *permitted* or *required* to disclose information without either your consent or Authorization. You will be informed in advance if any of these situations develop:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or a court order. 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 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 my testimony.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide appropriate information, including a copy of the patient's record, to the patient's employer, the insurer or the Department of Worker's Compensation.
- If there is an emergency during our work together, or in the future after termination where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can, within the limits of the law, to prevent you from injuring yourself or others, and to ensure that you receive the proper medical care. For this purpose, I may also contact the person whose name you have provided on the biographical sheet.

There are some situations in which I am legally obligated to take actions I believe are necessary to attempt to protect others from harm, and in doing so I may have to reveal some information about a patient's treatment. These include:

- If I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency.
- If I believe that a patient poses a threat that could result in serious bodily harm to her/himself or another person, I am required to take protective actions which may include seeking hospitalization for him/her, contacting family members or others who can help provide protection, and/or contacting law enforcement officials.

Situations such as these have rarely arisen in my practice. If any of these situations arise, I will make every effort to speak with you at length before taking any action and will limit my disclosure to what I believe is necessary.

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 now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed/advised.

Productive psychotherapy is enhanced by your knowing and discussing with me the information above related to how I practice, my expectations of you and yours of me. To this end, my hope is to facilitate a discussion between us and help avoid unnecessary surprises or disappointments that may interfere with therapeutic work. Please discuss any questions you have regarding any of the above with me, and then sign on the following page.

By signing below, I indicate that I have read, understood, accept and agree to comply with the terms of the above information.

\_\_\_\_\_  
Client's Name (Print)

\_\_\_\_\_  
Client's Parent's Name if client is under 18 years of age (Print)

\_\_\_\_\_  
Signature of client or parent if client is under 18 years of age

\_\_\_\_\_  
Date

\_\_\_\_\_  
Psychologist's Signature

\_\_\_\_\_  
Date