



## San Diego Kids First

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### **Office Policies & General Information Agreement for Psychotherapy, Evaluation, or Consultative Services**

*This form provides you, the client, with information that is additional to that detailed in the [Notice of Privacy Practices](#) and it is subject to HIPAA preemptive 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 written permission except where disclosure is required by law.

**When Disclosure is Required by Law:** Some of the circumstances where disclosure is required or may be required by 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 a client's family members communicate to a San Diego Kids First provider that the client presents a danger to others.

**When Disclosure May Be Required:** Disclosure may also be required pursuant to a legal proceeding by or against you. If you place you or your child's mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your provider. In 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. Your provider will use his/her clinical judgment when revealing such information. San Diego Kids First will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, or other treatment that involved more than one adult client.

**Emergencies:** If there is an emergency during your provider's work with you and/or your child, or in the future after termination, where your provider becomes concerned about you or your child's personal safety, the possibility of you or your child injuring someone else, or about you or your child receiving proper psychiatric care, he/she will do whatever she can within the limits of the law, to prevent you or your child from injuring yourself or others and to ensure that you or your child receive the proper medical care. For this purpose, he/she may also contact the child's legal guardian/representative, and/or the person whose name you have provided as the emergency contact person.

**Health Insurance and 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 so instruct your San Diego Kids First provider, only the minimum necessary information will be communicated to the carrier. San Diego Kids First has no control over, or knowledge of, what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank data base is always in question as computers are inherently vulnerable to break in's and unauthorized access. Medical data has been reported to be sold, stolen or accessed by enforcement agencies, which put you in a vulnerable position. Carefully consider whether or not you want to utilize insurance benefits for this intimate work.

**Communication via E-mails, Cell Phones, Computers, and Faxes:** It is very important to be aware that computers and email communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent

erroneously to the wrong address. Emails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all emails that go through them. It is important that you be aware that emails, faxes, and important texts are part of the medical records. Additionally, San Diego Kids First emails are not encrypted. You should also be aware that your provider uses a laptop and/or tablet to record medical records and write reports which comprise you or your child's medical record. It is always a possibility that computers, including laptops, may be stolen. Computers are equipped with a firewall, a virus protection, and a password and all confidential information from computers is backed up on a regular basis. Back-ups are stored on CDs or other external devices off-site in a locked location. By providing your provider with your email address you are automatically entered into the data base to receive San Diego Kids First's quarterly newsletter. If you would like to opt out of this recipient list, please notify your provider. In addition, please notify your provider if you decide to avoid or limit, in any way, the use of emails, cell phones or faxes, or storage of confidential information on computers. If you communicate confidential or private information via email, your provider 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 will honor your desire to communicate on such matters via email. *Please do not use email or faxes for emergencies.*

**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 nor your attorney(s), nor anyone else acting on your behalf will call on San Diego Kids First providers to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy or assessment records be requested unless otherwise agreed upon.

**Consultation:** San Diego Kids First providers consult with each other, as well as other professionals regarding clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**Your Right to Review Records:** Both the law and the standards of the profession require that providers keep treatment and assessment records. San Diego Kids First retains clinical records only as long as is mandated by California state law. If you have concerns regarding the medical records, please discuss them with your provider. 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 your provider assesses that releasing such information might be harmful in any way. In such a case, your provider 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, and upon your request, San Diego Kids First will release information to any agency/person you specify unless your provider assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of family therapy, San Diego Kids First will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact a San Diego Kids First provider between sessions, please leave a message at (858) 692-4187 and your call will be returned as soon as possible. San Diego Kids First providers maintain part-time schedules, and as a result San Diego Kids First cannot guarantee your message will be received within 24 hours. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call your child's pediatrician or family physician, or call 911. Please do not use email or faxes for emergencies. San Diego Kids First providers do not always check their email or faxes daily.

**PAYMENTS & INSURANCE REIMBURSEMENT: Fees are based on the type of appointment you need, the San Diego Kids First provider, and the length of the appointment. Please consult with your provider directly regarding his/her fees. All fees are agreed upon prior to the initial appointment and are payable at the beginning of the each appointment.** We accept cash, checks made payable to San Diego Kids First, credit cards, and debit cards. If, for any reason, you are unclear about the fee, please speak with the Director, Dr. Deborah Pontillo.

Credit card payments are processed via a HIPAA-compliant online portal and/or the Square Up application on Dr. Pontillo's mobile device (see limits to confidentiality on cell phone usage included in this document). Telephone conversations that last longer than 10 minutes, writing and reading of reports, consultation with other professionals, preparations of treatment summaries, longer sessions, etc. will all be charged at the same rate (in ¼ hour increments). Please note that telephone consultations are not typically covered by health insurance policies. Providers may also conduct off-site visits at the family's request which can include school observations, attendance at IEP meetings, and/or home visits. These are billed at a different hourly rate per San Diego Kids First office policies, and may include additional expenses such as travel time. (For the current fee schedule, please consult with the director, Dr. Pontillo). Please note that off-site visits are typically not covered by health insurance policies. In rare circumstances, a family may request to schedule an appointment outside of her regular office hours. These appointments are scheduled on a case-by-case basis if there is a significant urgent need, or if other extenuating circumstances arise. Appointments outside of regular office hours are billed at a different hourly rate per office policies. (For the current fee schedule, please consult with the director, Dr. Pontillo). Please notify your San Diego Kids First provider if any problems arise during the course of therapy regarding your ability to make timely payments.

Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. If you have a health insurance policy, it may provide some reimbursement to you. As a courtesy, San Diego Kids First has a book keeper who will file insurance claims for you at your request, or you may request a receipt to submit a claim yourself. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychology practice 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, San Diego Kids First can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**MEDIATION & ARBITRATION:** It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Diego County, CA. It is also agreed that each party will bear their own costs and legal fees in such proceedings.

**THE PROCESS OF THERAPY/EVALUATION:** Therapy with children very often incorporates the participation of parents and/or legal guardians. Participation in therapy can result in a number of benefits to

you or your child, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy for your child and/or your family. Working toward these benefits, however, requires effort on your part. Psychotherapy may require your very active involvement, honesty, and openness in order to change thoughts, feelings, and/or behavior. Your San Diego Kids First provider will ask for your feedback and views on therapy, its progress, and other aspects of work with your child 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 or your child experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Your San Diego Kids First provider may challenge some of you or your child's assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you or your child to feel upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you and/or your child to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. 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, your provider is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you and/or your child. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, developmental or psycho-educational. San Diego Kids First **provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice**, as these activities do not fall within the scope of our practice.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, your provider will discuss with you her working understanding of the problem, treatment or assessment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of therapy, their possible risks, your provider's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments and their risks and benefits.

**Termination:** As set forth above, after the first couple of meetings, your San Diego Kids First provider will assess if he/she can be of benefit to you. San Diego Kids First does not accept clients who, in the director and/or staff psychologist's opinion, he/she cannot help. In such a case, your provider will give you a number of referrals whom you can contact. If at any point during psychotherapy, your provider assesses that he/she is not effective in helping you reach the therapeutic goals or that you are non-compliant, she is legally and ethically obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, he/she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, your provider 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, your provider will assist you with referrals, and, if he/she has your written consent, he/she will provide that person with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, your provider will offer to provide you with names of other qualified professionals.

**Dual Relationship:** Not all dual relationships are unethical or avoidable. Some non-sexual dual relationships are unavoidable and some can be clinically beneficial. Therapy never involves sexual or any other dual relationship that impairs your provider's objectivity, clinical judgment and therapeutic effectiveness or can be exploitative in nature. Your San Diego Kids First provider will never acknowledge working with anyone without his/her written permission. Your provider will assess carefully before

entering into nonsexual and non-exploitative dual relationships with clients, will discuss with his/her clients the potential benefits and difficulties that may be involved in relationships and will discontinue the dual relationship if he/she finds it interfering with the effectiveness of the therapeutic process.

**SOCIAL NETWORKING:** The ethics code of the profession of psychology prevents the use of social networking sites between provider and patient, in order to protect patient privacy and confidentiality. As a result, San Diego Kids First providers do not accept friend requests from current or former clients on social networking sites, such as Facebook, or Linked In. In addition, San Diego Kids First also requests that parents and/or clients do not communicate with providers via any interactive or social networking web sites.

**MINORS & PARENTS:** Because privacy in psychotherapy is often crucial to successful progress, and parental involvement is also essential, it is usually San Diego Kids First's policy to request an agreement with minors and their parents about access to information. This agreement provides that during treatment, I will provide parents with only general information about the progress of the treatment, and the patient's attendance at scheduled sessions. San Diego Kids First providers will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless your child's provider feels that the child is in danger or is a danger to someone else, in which case, your child's provider will notify the parents of his/her concern. Before giving parents any information, your San Diego Kids First provider will discuss the matter with the child, if possible, and do his/her best to handle any objections he/she may have.

**CANCELLATION:** **Since scheduling of an appointment involves the reservation of time specifically for you and/or your child, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement you will be billed the full fee for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.**

**FAILURE TO APPEAR FOR APPOINTMENT:** **In the event that you choose not to keep your appointment time, and do not call to notify your San Diego Kids First provider, you will be charged the full fee for the time that was held for you. THE FULL SESSION FEE will be due and payable prior to the next appointment. Should you fail to appear for your appointment on more than one occasion, San Diego Kids First will ask that you place a credit card on your account with permission to charge the account for any missed appointments or late cancellations.**

*Please note that if you elect to use San Diego Kids First's online system to schedule your own appointment, you may receive an automated electronic reminder for your appointment. This reminder is a courtesy and is sent via an electronic system. Failure to receive such a reminder for any reason does not relieve your responsibility for paying the full fee for appointments which are missed or not cancelled with 24 hours notice..*

**NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE THE MEDIATION AND ARBITRATION SECTION OF THIS CONTRACT.**

IN ADDITION, YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

\_\_\_\_\_  
Signature of Patient or Patient's Legal Representative

\_\_\_\_\_  
Date

EXCEPTIONAL SIGNATURE REQUIREMENTS ARE REFERENCED BELOW. PLEASE CHECK ONE:

- Patient is a minor. The parent or guardian must sign as Patient's Legal Representative unless the patient is legally permitted to sign.
  - Other. Please describe:
- \_\_\_\_\_