

Margarita Calzadilla-Kishimoto, L.C.S.W.

Treatment Agreement

About the Nature of Counseling and Psychotherapy

You have made an important decision to enter treatment with Margarita Calzadilla-Kishimoto is a licensed Clinical Social Worker. Counseling is often helpful to people who are facing a crisis, or are in the process of making important decisions. It can also help to gain a better understanding of one's personal goals and values, improve relationships, and to help solve many kinds of personal problems. Obviously, the effectiveness of therapy depends not only on Mrs. Kishimoto professional skill and experience, but also on your commitment and your willingness to participate actively in the treatment process. Early on, we will work together to evaluate your problems, set realistic goals, and plan the best ways to achieve them. It is most helpful if you are direct and honest about your problems, feelings and concerns. Please don't hesitate to ask questions - I will do my best to answer them.

Unfortunately, treatment results cannot be guaranteed. You should also know that therapy has some inherent risks. At times, you may feel considerable discomfort, or emotional upset. Talking about your problems, or remembering unpleasant events, can bring on strong feelings, such as anger, frustration, fear or sadness. Also, trying to resolve problems between you and other important people in your life, such as your spouse, partner, child, or employer may lead to conflicts and upset. It may even result in outcomes that you did not anticipate, such as a divorce, or remaining in a relationship or job you thought you would leave. As with any professional service, you may not get the results you wanted, and for a relatively small number of people, some problems may even get worse. Even so, most people find that therapy is helpful and well worth any discomfort that they may experience.

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Confidentiality

Therapy usually involves discussing some very private and sensitive matters with your therapist. In fact, my ability to be helpful to you will depend on how open and honest you can be about yourself and your life - including your ideas, feelings, and experiences. In order for you to feel secure about talking openly, and so your right to privacy is protected, both California law and the ethical standards of my profession make it my duty to keep information about you confidential. This means that, with certain exceptions, a licensed therapist cannot reveal what you disclose to them in your treatment, or provide any information about you, including your records, to anyone else without your permission. I believe that this commitment is especially important in our small community; even the fact that you are coming to counseling is a private matter. For this reason, if you meet someone you know while at the counseling center, please respect their privacy by keeping their identity and anything that they may discuss confidential.

Records

As with any profession, I must keep a variety of records. Some of these are required by state law, some by the standards and ethics of our profession, and others are necessary for billing and insurance matters. I want you to know that I may keep private notes of our sessions. These notes are usually brief, and include the dates that we meet, the problems and goals that we identify, the topics we discuss, and any special issues that may arise. These notes are confidential, and are not available to other staff at the counseling center, unless you are enrolled in a program or course of treatment involving a team of two or more therapists. I also keep identification and financial records, which include intake forms and questionnaires, insurance information, payment records and related documents. Likewise, these records are confidential and are kept under lock and key.

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Exceptions to Confidentiality

There are some exceptions to the rules of confidentiality described above. These exceptions are made necessary by state law, the standards and ethics of my profession, insurance regulations, or by the need to coordinate your treatment with any involved co- and/or other professionals from whom you receive care. These are exceptions that may occur only infrequently in the course of your treatment, or they may not occur at all. However, in the event that they do occur, it is very important that you read, understand and acknowledge these exceptions:

1. **Harm to others.** If you threaten to harm or kill someone else, we are required under the law to take steps to protect people who are in danger. These steps may include calling the person or people who are being threatened, and notifying the police or other authorities.
2. **Harm to self.** If you threaten to harm or kill yourself, and we believe the threat is serious, we are ethically required to take steps to protect you. These actions might include having you evaluated by another professional, asking you to voluntarily consent to hospitalization, or having you detained by the police and/or placed in a hospital without your permission.
3. **Child or elder abuse.** If you reveal, or we suspect, that any child, elderly person, or legally incompetent person is being abused or neglected, state law mandates that we report this to the appropriate county agency. These laws are intended to protect children and dependent adults.
4. **Court or probation cases.** If you have been ordered or referred by a court or probation department for evaluation and/or treatment, you can assume that the court or probation department will expect a report from Mrs. Kishimoto. Before you provide any confidential information about yourself, you must provide copies of the court order or letter, so I can

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determine exactly what the court or probation department requires from you and I. You will also be required to sign a consent form so that I can provide the court or probation department information about your evaluation, attendance and progress. There will be a fee for document preparation which will be prorated according to the time required to complete the document or form and will be due upon completion.

5. **Lawsuits and administrative procedures.** If you are, or become involved in any kind of lawsuit or administrative procedure (such as a child custody case, or worker's compensation claim), you and your attorney may wish Mrs. Kishimoto to release information to the court or other administrative body about your mental status or emotional health. However, if you agree to do so; you may then lose the right to keep any of your records or details of your treatment with Mrs. Kishimoto confidential. Also, if you bring any legal action or complaint against Mrs. Kishimoto, you may not be able to keep your records or details about your treatment here confidential. Before deciding to sign any consent or waiver of confidentiality for these purposes, you should first consult your attorney.

6. **Child custody and visitation recommendations.** While many patients find it useful to utilize psychotherapy to help with the issues and feelings that arise during a divorce, child custody or visitation dispute, please be advised the Mrs. Kishimoto has a policy of not making recommendations about such matters as this is a legal issue customarily handled through the court system or mediation.

7. **Subpoenas and court orders.** In most cases, Mrs. Kishimoto will not respond to a subpoena from your attorney, or from an attorney representing another party, requesting information or records about your treatment, unless you provide her with a written consent to do so. However, a judge may issue a court order compelling her to provide records or testimony whether you agree to it or not. Such court orders are uncommon, but if Mrs. Kishimoto receives one, she will immediately notify you.

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8. **Billing health insurance.** If you have health insurance, you may submit the Super Bill provided to you at the end of each session to your insurance company for reimbursement of the fees paid. There are so many insurance plans with various rules about if or when a patient can be reimbursed for professional services.
9. **Magellan Health Care and Windstone Behavioral Health.** Mrs. Kishimoto is contracted only with these two health groups.
10. **Kaiser Permanente members:** Mrs. Kishimoto is unable to provide services to individuals who are currently enrolled in Kaiser Permanente health plans. Your signature on this document warrants your acknowledgment of this fact. **If at sometime during the course of psychotherapy you become a Kaiser Permanente member, it is your responsibility to inform Mrs. Kishimoto in writing so that a referral to your health plan can be made.**
11. **Submission of diagnosis and/or treatment plans:** All insurance plans require that we submit a diagnosis, and some (such as managed healthcare plans) may also require treatment plans, progress reports and other records. You need to know that once I disclose such information to your insurance company, I no longer have any control over who has access to it. All insurance companies are required to keep the information confidential, but Mrs. Kishimoto cannot guarantee this. If you have questions about what information is required by your insurance company, please discuss this with your insurance company. You must sign a release in order for us to provide any information to your insurance company, but if you choose not to do so, most will not pay for any treatment services.

Fees and Payment

At the present time, Mrs. Kishimoto is contracted with some insurance plans. If you have health insurance or other coverage, please provide us with this information on or about your first meeting with Mrs. Kishimoto. Some health

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plans will not pay for counseling services unless they are notified and give approval in advance. As listed in paragraph nine (9) above, Kaiser Permanente members are not eligible to seek professional services with Mrs. Kishimoto

- You are responsible for fees and payment, even if you have insurance.
- Payment is due at the end of each session unless previous arrangement has been made.
- Telephone Time is charged for phone consultations. There is no fee for setting, canceling or changing an appointment.
- No Show Fee may be waived if another patient is able to use the vacated appointment.

Fee Structure			
Type of Service	Length of Service	Fee Due at Time of Service	Effective Through
First Time Appointment Adult, Child, or Couple	50-Minutes	\$125.00 *	12/31/2017
Return Appointment	50-Minutes	\$100.00 *	12/31/2017
	75-Minutes	\$140.00*	
	90-Minutes	\$170.00*	
No Show, Less Than 24-hour Cancellation		\$60.00 *	12/31/2017

- *** These are the stated fees unless other arrangements have been made prior to appointment or fees have been determined prior with specific organizations and/or agencies.**

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Acknowledgement and Consent

The proceeding terms define our mutual responsibilities and help to establish a basic working relationship. If you have any questions, or concerns in these areas, I encourage you to discuss them frankly with me. It is important to resolve any issue that might interfere with your success in therapy. By signing this form, you are acknowledging that you understand and consent to what you have read. You are also entitled to receive a copy of this form.

Patient Signature: _____ **Date:** _____

Parent Signature: _____ **Date:** _____

Therapist's Signature: _____ **Date:** _____