# **General Consent & Company Information**

Welcome and thank you for considering De Luz Medical Aesthetics ("De Luz Medical Aesthetics", "us", "Company") for your health needs. This document contains important information about our professional services and business policies.

## **Appointments**

Appointments are made by calling 951-694-3600 during the normal business hours listed at www.dlmaesthetics.com. Please call to cancel or reschedule at least 24 hours in advance.

#### **Number of Visits**

The number of sessions needed depends on many factors and will be discussed by the healthcare provider. Your initial session will involve an evaluation of your needs and depending on your circumstances further evaluative sessions may be required. At the end of the evaluation process the healthcare provider will be able to provide you with some first impressions of what medical services may include and a treatment plan to follow if both you and the healthcare provider(s) agree to work together in medical services. You should evaluate this information along with your own opinions of whether you feel comfortable working with the Company and its healthcare providers. Medical services involve a large commitment of time, money, and energy, so you should be very careful about the Company you select. If you have questions about procedures feel free to discuss them with the healthcare providers at any time.

#### **Informed Consent**

This document is intended to serve as informed consent for your medical procedures at Company.

- I have informed the healthcare providers of any known allergies to medications or other substances and of all current medications and supplements. I have fully informed the healthcare provider of my medical history, even if the specific question was not included in my medical intake screening documents.
- I have been informed that some of the procedures I may receive and any claims made about them may not have been evaluated by the US Food and Drug Administration (FDA) and are not intended to diagnose, treat, cure, or prevent any medical disease. These medical procedures are not a substitute for your healthcare provider's routine medical care
- I understand that I have the right to be informed of the procedure, any feasible alternative options, and the risks and benefits. Except in emergencies, procedures are not performed until I have had an opportunity to receive such information and to give my informed consent.
- I have received all the information and explanation I desire concerning the procedure.
- I authorize and consent to the performance of the procedures advised.

• I release the healthcare providers, the Company, and all the Company staff and agents from all liabilities for any complications or damages associated with my medical procedures.

## **Payment for Services**

Payment in full will be due immediately after receiving services.

The Company will look to you for full payment of your account, and you will be responsible for payment of all charges. Although it is the goal of the Company to protect the confidentiality of your records, there may be times when disclosure of your records or testimony will be compelled by law. Confidentiality and exceptions to confidentiality are discussed in the Notice of Privacy Practices document. In the event disclosure of your records or the healthcare provider's testimony are requested by you or required by law, regardless of who is responsible for compelling the production or testimony, you will be responsible for and shall pay the costs involved in producing the records and the hourly rate charged by the healthcare provider at the time of the request or service of the subpoena (current rate is \$450/hour) for the time involved in traveling to and from the testimony location, reviewing records and preparing to testify, waiting at the location, and giving testimony. Such payments are to be made at the time or prior to the time the services are rendered by the healthcare provider. The healthcare provider shall require a deposit for anticipated court appearances and preparation. You will not be entitled to a pro-rated refund.

## **Mandated Reporting**

Persons in designated professional occupations are mandated to report suspected child abuse or neglect or maltreatment of vulnerable adults. Persons who work with children and families are in a position to help protect children from harm. These persons may be required by law to report, if they know or have a reason to believe that a child or vulnerable adult is being abused or neglected. As a mandated reporter, the healthcare provider may be required to break confidentiality and report certain information to the appropriate authorities.

### **After-Hours Emergencies**

Please know that your healthcare providers and De Luz Medical Aesthetics do not provide twenty-four (24) hour crisis or emergency medical services. Should you experience an emergency necessitating immediate health attention, immediately call 911 or if you are able to safely transport yourself, go to the nearest hospital emergency room for assistance.

## **Contacting Your Healthcare Provider**

Your healthcare provider is often not immediately available by telephone. The office number 951-694-3600 is answered by voicemail that the Company will monitor from time to time throughout the day. Although the healthcare provider is typically in the office during normal business hours they will not take calls when with a client. A reasonable effort will be made to return any call made during normal business hours on the same day it is received, weekends and holidays excepted. Messages left after hours or on weekends or holidays will normally be

returned the next business day. If you are difficult to reach, please inform the Company of times when you will be available.`

### E-Mail and Text Messages

The healthcare provider and De Luz Medical Aesthetics may use and respond to email and text messages only to arrange or modify appointments. Please do not send emails related to your treatment or medical services sessions as electronic communications are not completely secure and confidential. Any medical services related questions or issues will not be addressed by the healthcare provider in any electronic communication but will be dealt with during your next medical services session. Any electronic transmissions of information by you are retained in the logs of your service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the service providers. You should know that any e-mails or any communications sent via Facebook, online and specifically the website www.dlmaesthetics.com are not secure and you assume the risks of the insecure transmission.

#### Social Media

Your healthcare provider generally does not accept friend or contact requests from current or former clients on any social networking sites. Adding clients as friends or contacts on these sites can compromise confidentiality and privacy of both the healthcare provider and the client. It can blur the boundaries of the professional relationship. Business pages or social media business pages are an opportunity for you to voluntarily follow the Company, if you choose.

## **Audio and Video Recordings**

You acknowledge and, by signing this information and consent form below, agree that neither you nor the Company will record any part of your medical procedures or services unless you and the Company mutually agree in writing that the medical procedures or services may be recorded, such as a valid testimonial or before-and-after photo. You further acknowledge that the Company and its healthcare providers and staff object to you recording anything related to their services or work without written consent. You expressly agree that audio and video recordings used for security purposes are not part of medical services, and are therefore not protected by confidentiality or any other provisions under this agreement.

#### Legal

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California. The exclusive venue for any court proceeding based on or arising out of this Agreement shall be in California in the county of incorporation of the Company. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by arbitration,

which shall be conducted under the then current arbitration procedures of the American Arbitration Association any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in arbitration is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

#### **Consent to Treatment**

I, voluntarily, agree to receive health assessment, care, treatment, or services, and authorize De Luz Medical Aesthetics to provide such care, treatment, or services as are considered necessary and advisable.

I understand and agree that I will participate in the planning of my care, treatment, or services, and that I may stop such care, treatment, or services that I receive through De Luz Medical Aesthetics at any time.

By signing this General Consent & Company Information form, I, the client, acknowledge that I have read, understood, and agreed to be bound by all the terms, conditions, and information it contains. Ample opportunity has been offered to me to ask questions and seek clarification of anything unclear to me.

An unsigned copy of this form will be available at www.dlmaesethetics.com