

Luminous Living Therapy

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Informed Consent for Services

I look forward to working with you and want to offer you some important information about the services that you will receive from me. This consent form will provide a clear framework for our work together and will begin to build our therapeutic relationship. Please feel free to discuss any concerns that arise.

In the following paragraphs, I, Cherise Arzaga, LCSW, am referred to as “Therapist.” Introduction: Cherise Arzaga is a Licensed Clinical Social Worker (LCSW) and has more than 10 years of clinical experience working with adults. She completed her graduate studies in social work at California State University Long Beach in 2012.

She is licensed to practice in California by the California Board of Behavioral Sciences (License #74795). She has been practicing as a LCSW since 2016. She has experience providing psychotherapy with a wide range of psychological issues and has served in innovative positions creating and implementing behavioral health programs to identify and reach gaps in patient care. Her clinical specialties include depression, anxiety, trauma-related symptoms, grief and loss, and relationships issues.

I look forward to having the privilege to work with you in therapy.

1. Confidentiality: As Client’s therapist, Therapist is legally prohibited from revealing to another person that Client is in therapy with Therapist, nor can Therapist reveal what Client has said to Therapist in any way that identifies Client without Client’s written permission. However, in the following instances, Client’s right to confidentiality must be set aside as required by law or professional guidelines:

A. Instances of actual or suspected physical or sexual abuse, emotional cruelty, or neglect of a child or an elder or dependent adult must be reported to the appropriate protective services.

B. If Therapist has a reason to believe that client poses unavoidable and imminent danger of violence to another person, Therapist must warn the intended victim, and Therapist must also notify the proper authorities.

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C. If you, as a client reveal a serious intent to harm yourself, Therapist is ethically bound to do what Therapist can to help maintain your safety, which may involve notifying others who may be of assistance.

D. If a judge orders Therapist's testimony, or in the context of a legal proceeding, you raise your own psychological state as an issue, Therapist might be required to release your confidential information to the court.

In all of the above cases, it is incumbent upon Therapist to release only that information necessary to appropriately carry out Therapist's responsibilities. Client's confidentiality still remains ethical priority. In order to provide the best possible service to Therapist's clients, Therapist may consult with other licensed professionals from time to time for additional therapeutic perspectives. In these consultations, Therapist will protect Client's anonymity. Unless Client objects, Therapist will not notify Client of these consultations unless Therapist feels that it is important to our work together.

I have reviewed, understand, and agree to the stated policies regarding confidentiality.

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2. Risks and Benefits of Therapy: Psychotherapy is a process in which Therapist and Client discuss a variety of issues, events, experiences and memories for the purpose of creating positive change so client can experience his/her/they life more fully. It provides an opportunity to better, and more deeply understand one self, as well as, any problems or difficulties Client may be experiencing.

Participating in therapy may result in a number of benefits to client, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on the part of the

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Client, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts, and behaviors. There is no guarantee that therapy will yield any or all of the benefits listed above.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge Client's perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in an unintended outcome, including changes in personal relationships. Client should be aware that any decision on the status of his/her/their personal relationships is the responsibility of Client.

During the therapeutic process, many clients find that they feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times, but may also be slow and frustrating. There are no guarantees or positive or intended results or knowing what you will experience as this therapeutic process is unique to each person.

Client should address any concerns he/she/they have regarding his/her/they progress in therapy with me. You also have the right to ask about other possible treatments that I don't provide but you feel may benefit you and I can provide you with referrals to other qualified professionals. If I believe your psychotherapeutic needs are outside my scope of competence or think would be better served by another professional, I am legally required to refer you to another qualified professional, terminate therapy or seek outside consultation.

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3. Appointments: Client's appointment time is reserved for Client. Therapy sessions are normally a 50-minute hour. Cancellations must be made 48 hours in advance; otherwise, Client is responsible for the session fee. Cancellation notice should be left on Therapist's voicemail at (415) 794-6645. Therapist will make every effort to reschedule Client during the same week, but cannot guarantee that this will always be possible. Therapist is out of the office M-F, Sat and Sun after 12 PM and holidays. Regular attendance is recommended to ensure continuity of services and to enhance the effectiveness of the therapy.

Therapist will notify Client of intended vacation leave two weeks in advance. However, Therapist does reserve the right to cancel without two weeks' notice in cases of emergency. Therapist will provide as much advance notice as possible.

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4. Professional Fees and Payments: Therapist's customary fee is \$150.00 per individual psychotherapy session and \$180 for the initial consultation. Therapist and Client will discuss and establish our fee at the outset of treatment, and any fee change will be negotiated in good faith. Therapist's fees may increase over the course of treatment, but only with prior notification of three weeks and consideration of Client's financial ability to pay and to continue in treatment. Typically, fees will be raised once yearly. Payment is expected at the time of each session, unless we agree otherwise. Should Client wish to bill Client's insurance company for reimbursement, Therapist will provide Client with a billing statement for that purpose. Please be aware that a diagnosis is required by insurance companies for payment. Therapist will be happy to discuss this matter with Client should Client be interested.

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Consultation with other professionals, physicians, schools etc. either in person or over the phone will be billed in 15-minute increments at your regularly hourly session + additional fee when travel is required. Report writing, preparation of records or treatment summaries will be billed in 15-minute increments at the regular hourly rate.

If you fail to make a payment for 2 consecutive therapy sessions, you will be unable to schedule an appointment until payment is made in full. If your account has not been paid for more than 60 days and arrangements for future payment have not been agreed upon, I will charge your credit/debit card on file, per Credit Card Authorization Policy. I reserve the right to use legal action to secure payment. This may involve hiring a collection agency or going through small claims court. Therapist will first attempt to make other arrangements with Client as needed. Returned checks will be subject to a \$30 fee and remittance of the original check amount with the additional fee will be due immediately in the form of cash or a money order. In general, it is important to discuss with Therapist any issues that arise in connection to our financial arrangements, so that they do not hinder the working relationship. If such legal action is necessary, all costs will be included in the claim. The only information I release is client name, the nature of services provided, and the amount due.

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5. Telephone Accessibility: Therapist is available via cellular telephone. Therapist does monitor her messages frequently and will make every effort to return Client's call within 24 hours of when Client makes it with the exception of weekends and holidays. If Client is difficult to reach, please leave some times when Client will be available. Therapist is unable to provide 24-hour crisis service. Should Client have a true clinical emergency that requires immediate attention or action; Client will need to call 911 or go to the nearest emergency room.

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6. Termination of Therapy: Therapist reserves the right to terminate therapy at her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Client needs are outside of therapist's scope of competence or practice, or Client is not making adequate progress in therapy.

Client also has the right to terminate therapy at his/her/they discretion, without any obligation, except for fees already incurred. Upon either party's decision to terminate therapy, Therapist will generally recommend that Client participate in at least one termination session. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done.

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7. Mediation and Arbitration: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by Cherise Arzaga, LCSW and the client. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Francisco County in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. By signing this contract, you are agreeing to have any issue of medical or psychological malpractice decided by neutral arbitration and you are giving up your right to a jury or court trial.

Notwithstanding the foregoing, the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Cherise Arzaga, LCSW can use legal

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means (court collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for collection or attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

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8. Client Litigation: Therapist will not voluntarily participate in any litigation, or custody dispute in which Client and other individual or entity are parties. Therapist has a policy of communicating with Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client's legal matter. Therapist will generally not provide records or testimony unless compelled to do so. Should Therapist be subpoenaed or ordered by a court of law to appear as a witness in an action involving Client, Client agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made herself available for such an appearance at Therapist's usual and customary hourly rate of \$150.00.

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9. Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier in order to process claims. If you so instruct me, only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly the Psychotherapy Notes will not be disclosed to your insurance carrier. I have no control or knowledge over what insurance companies do with the information I submit or who has access to this information.

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You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and will also be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

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10. Confidentiality of E-mail, Cell Phone and Fax Communication: It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. I will not usually give a detailed response as clinical issues are better discussed in person during your therapy session. E-mails, Cell Phone, or Fax Communication are best used for brief, logistical information, such as scheduling an appointment. Please discuss clinical matters in person or over the phone and never communicate emergencies through email or text. Please note that any emails I receive from you and my response I send to you become part of your legal medical record. Please notify me if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices.

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11. Social Media Policy: It is my policy that I do not accept contact requests from current or former clients on any social networking site (Facebook, Instagram, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise confidentiality and your privacy. It may also confuse the professional client and therapist relationship. If we unintentionally come across each other on any social networking site, please do not attempt to engage with me. Ethically, I am unable to respond to such postings or comments, as it compromises your confidentiality.

12. Record Keeping: Therapist may take notes during session, and will also produce other notes and records regarding treatment. These notes constitute Therapist's clinical and business records, which by law, Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter her normal record keeping process at the request of any client. Should Client request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right under California law, to provide Client with a treatment summary in lieu of actual records.

Therapist also reserves the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. Therapist will maintain Client's records for seven years following termination of therapy. However, after seven years, Client's records will be destroyed in a manner that preserves Client's confidentiality.

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13. Partnership: Finally, Client has the right to expect that Therapist will maintain professional and ethical boundaries by not entering into other personal, financial, or professional relationships with Client, all of which would greatly compromise our work together.

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Therapy involves a partnership between Therapist and Client. As Client's therapist, Therapist will contribute knowledge, skills, and a willingness to do her best. The determination of success, however, will ultimately depend on Client's commitment to Client's own personal growth and care.

I have reviewed, understand, and agree to the stated policies regarding confidentiality.

_____ Initials

Thank you for reviewing this information and please feel free to discuss any of this information with Therapist.

Client's signature below indicates that Client has read the above informed consent for services carefully, and understands and agrees to abide by all terms completely.

Print Name (Client) Date

Signature (Client) Date

Provider's Signature Date