



Chrysostom Mental Health Services

The bee is more honored than other animals, not because it labors, but because it labors for others.

- St. John Chrysostom



Information for Clients

February 19, 2021

Information for Clients

Welcome to Chrysostom Mental Health Services (MHS). We appreciate you giving us the opportunity to work with you. We believe that when clients understand mental health services, counseling services, and their rights, they are more likely to make good progress. As a result, we have developed this document to increase your understanding and answer common questions about services. It is important that you read all of the information below. Please mark any portion that you do not understand or about which you have questions. During your initial contact, this information and any questions you have can be discussed. You will then sign an Informed Consent to acknowledge that you've reviewed and understood all of the issues and points raised.

Benefits and Risks

The decision to enter assessment services can sometimes be difficult. You may feel understandably nervous at the thought of sharing personal and sensitive information. In addition, you may not know what to expect with an assessment. Therefore, it is important to understand the benefits and risks so that you can make informed choices. Hundreds of scientific studies have shown that services have many benefits, including:

- Opportunities for personal discovery, such as understanding strengths and weaknesses, capacities and limitations, areas for growth, underlying motivations for behavior, and other insights.
- Opportunities to resolve personal issues and resolve conflicts
- Improved functioning in school, home, work, and other life areas.
- Increased self-confidence and self-efficacy.
- Assessment can also help with diagnosis; evaluation of treatment; estimation of prognosis; effective education, vocation, and rehabilitation planning; and positive resolution of legal issues.

Like other kinds of services, mental health services also have some risks to consider, including:

- Dealing with uncomfortable personal insights, memories, struggles, weaknesses, motivations, and constructive criticism.
- Contending with difficult feelings, such as fear, anxiety, sadness, guilt, anger, etc.
- Negative or inaccurate judgments of you by others because of stereotyping or social stigma for receiving mental health services.
- A temporary worsening of your issues, symptoms, or relationships during the course of an assessment as you begin to face and/or confront painful feelings or situations.
- Lack of benefit from services in a way or pace that you had hoped.
- Results that may be negative.

At Chrysostom, we believe in integrity, collaboration, and respect in all the services we provide. We're glad to speak with you further about the risks and benefits to help you arrive at a choice with which you are comfortable.

How we work

REFERRALS

At Chrysostom MHS, we only practice within the scope of our competence and expertise. In addition, we want clients to have the best services for their situation. Therefore, we may recommend an evaluation by another professional, participation in an additional type of service, or direct you to someone else for services. If we refer you, we will always fully discuss with you our reasons why so that you can decide what's best. If you are receiving services with another related professional, we will coordinate with them upon your consent. Finally, you have the right to ask us about other treatments, receive a second opinion, or to receive services elsewhere. We will assist you in finding a qualified professional should you choose to do so.

If you are seeking assessment and evaluation services through Chrysostom MHS, we utilize current, reliable, and valid instruments to obtain results that are meaningful and useful. In addition, we are sensitive to cultural, linguistic, and religious differences, and are aware of the mental health field's tendency to pathologize normalcy in these areas. Therefore, we always strive to use tests and interpret results in a manner that is respectful of the client's background. Finally, assessments and evaluations are completed in a timely manner, so as not to delay needed results.

Confidentiality

We at Chrysostom MHS treat confidentiality with great care as trust forms the backbone of effective mental health services. Legally and professionally, we cannot disclose information about clients without their expressed permission. Nonetheless, there are limits and legal exceptions to confidentiality. If you have any concerns and need special advice, we suggest you speak with a legal professional before proceeding with services.

When you or other persons are in physical danger, the law requires us to break confidentiality for safety reasons.

- If we come to believe that you are threatening serious harm to another person, we are required to try and protect that person. We may have to tell the person, police, or a hospital (so that we may hospitalize you).
- If you seriously threaten or act in a way that is very likely to harm yourself, we may have to call a hospital, family members, and/or others who can help protect you. If such a situation does come up, we will fully discuss the course of action with you before we do anything, unless there is a very strong reason not to.
- In an emergency where your life or health is in danger, and we cannot get your consent, we may give another professional some information to protect your life. We will try to get your permission first and we will discuss this with you as soon as possible afterwards.
- If we believe or suspect you are abusing (i.e., neglecting, hurting, sexually molesting) a child, an elderly person, or a disabled person, we must file a report with a state agency. We do not have any legal power to investigate the situation to find out all the facts. Rather, a county agency will investigate.
- In any of these situations, we would reveal only information needed to protect you or the other person.

In general, if you become involved in a court case or proceeding, you can prevent us from testifying in court about what you have told us. This is called "privilege," and it is your choice to allow or prevent us from testifying.

However, there are some situations where a judge or court may require us to testify:

- In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.
- In cases where your emotional or mental condition is important information for a court's decision.
- During a malpractice case or an investigation of us by a professional group.
- In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital.
- If you're seeing us for court-ordered evaluations or treatment. In this case, we must discuss confidentiality fully, as you don't have to disclose what you don't want the court to know.
- If you were sent to us for evaluation by worker's compensation, Social Security disability, immigration services, or another agency, we will send the final report to a representative of that agency and it can contain anything that you tell us.

Confidentiality with other professionals:

- We may sometimes consult with another professional about your case to provide the best quality services. If we seek consultation, we will conceal your identity. Furthermore, the other professional is also required by ethics to uphold confidentiality.
- When we are out of town or unavailable, another mental health professional will be available to help you. Therefore, we may provide that professional some information about you to best assist you.

Here is what you need to know about confidentiality with regard to insurance and money matters:

- If you use your health insurance to pay part of our fees, we will be required to provide the payer information, such as a copy of your full evaluation, diagnosis, history, and current symptoms.

- It is illegal for insurers to release information about our office visits without your written permission. Although we believe the insurance company will act legally, we can't control who sees this information after it leaves our office. You can't be required to release information just to get payments.
- If your account with us is unpaid and we haven't arranged a payment plan, we can use legal means to obtain payment. The only information we will provide will be your name and address, the dates we met for professional services, and the amount due to us.
- In some situations, a court, agency, or employer refers you to us for services. The referring party may request information, including a completed evaluation. If another party has required your evaluation, please let us know immediately. Mandated services do not usually represent a legal exception to confidentiality, so you will need to sign a release of information in order for us to communicate about you. We will only reveal what is necessary to fulfill the mandate.
- If you bring a child for services and that child is from a separated or divorce family, we require consent for services from both parents, regardless of the custody status, and prior to meeting with your child.

Other points:

- We will not record evaluations on audiotape or videotape without your written permission.
- If you want us to send information about our services to someone else, you must sign a "Request/Authorization to Release Confidential Records and Information" form.
- Any information that you tell us and also share outside of services, willingly and publicly, will not be considered protected or confidential by a court.
- If something in the report might seriously upset you, we may leave it out, but we will fully explain to you our reasons for wanting to include.
- All records are kept within a secure place to maintain their confidentiality.

Service Policies

When you first contact us for services, we will gather some basic information regarding you and the reason you are seeking services. A consultation appointment will then be scheduled and you will be secure provided links for completing the necessary consents and preliminary questionnaires. If after discussing, we determine our services are appropriate for your needs, we will set an appointment date, time, and location. If this is an appointment for assessment and evaluation, we will provide an estimate of time so that we can plan the appointment(s) appropriately.

Assessment & Evaluation Appointments

The assessment and evaluation process can be a lengthy one, ranging from 2 to 5 hours of in-person work together. This can include a clinical interview, completion of questionnaires, and administration of tests. After completing our appointments, a number of days will be required for the examiner to complete the report and necessary paperwork. This process can include consultation with other professionals; review of relevant records; and scoring and interpreting tests. For an additional fee, a 24-hour turnaround is offered. Upon completion of the report and/or paperwork, you be offered a feedback session for the examiner to review the results of the examination and answer any questions. Note that if this examination is at the request of a third party (i.e., the courts, archdiocese, etc.), we may not be able to release the examination results or provide feedback to you.

Cancellation & Lateness

Since we reserve your appointment specifically for you, it's difficult to fill the time without plenty of advanced notice. Therefore, if you must cancel or reschedule an appointment, please give as much notice as possible. Also, note that we require at least 24 hours advanced notice for cancelling and rescheduling appointments. If you cancel with less than 24 hours notice, you may be charged for an additional hour beyond the initial retainer. If you are using your insurance, the missed session fee will be equal to the amount allowed by the insurance company. In addition, please note your insurance will not cover this charge, so you will be responsible for paying the entire fee.

In order to receive the full-time we've allotted you, it is important that you arrive to your appointment on time. It is likely that we will have another appointment scheduled after yours, so we will need to end your appointment at your regularly scheduled time, regardless of when you arrive.

If you should miss two appointments, you may be placed on a standby appointment for your next appointment. As a standby client, you will be invited during the course of several other scheduled appointments. Should one of those appointments fail to show, then you will be seen.

In Case of Emergency

As explained in the confidentiality section, if there is an emergency during the course of our time together or we become concerned about your personal safety, we may be required by law and the rules of our profession to contact the appropriate agency in order to attend to your needs. However, if there is an emergency outside of the session, it is important that you directly contact the appropriate agency in order to ensure rapid response. If you or anyone in your family is having a medical emergency, being assaulted, or being threatened, please call 911 immediately. If you or anyone in your family are feeling self-injurious, suicidal, or having a severe disturbance in thinking and functioning, please call your respective county mental health crisis team.

Communications

The other methods of communication we use outside of our session are phone, e-mail, fax, postal mail, and text messaging. Most of our discussions should take place during your appointments as they provide a safe and confidential space that is free of distractions and other intrusions. At times, however, phone and electronic contacts are necessary, especially when arranging appointments. During our initial session, you will sign a client confidentiality form and indicate your preferences for how we contact you. If you've given us permission to leave you a voicemail, e-mail, or text message, you will need to be responsible for monitoring who has access to those messages. We recommend you password protect your smart device to keep others from accessing your messages. We do not utilize social media for communications due to confidentiality reasons. We strive to be available to clients as much as possible and can usually return messages within one business day.

Telehealth

Chrysostom Mental Health is able to provide many appointments via Telehealth, a mode of delivering services via communication technologies (e.g. video or phone) to facilitate consultation, assessment, and feedback. You have a choice to have some or all appointments in-person or via telehealth. While telehealth can be very convenient, it is important to consider the following risks:

- Despite reasonable efforts and safeguards on the part of the provider, services could be disrupted or distorted by technical failures. Additionally, in rare circumstances, security protocols could fail causing a breach of privacy.
- Miscommunication between you and the provider is possible via telehealth.
- There is a risk of being overheard by persons near you and you are responsible for using a location that is private and free from distractions or intrusions

Fees

We ask our clients to please pay for each service at the time it is delivered, whether you're paying via insurance, an insurance copay, or paying for our full fee out-of-pocket. For assessment and evaluation services, a written estimate of time/cost will be provided and payment for that estimate will occur prior to conducting the services. We accept credit cards and checks - we **do NOT accept cash**. Any alternative payment or fee arrangements must be worked out before the end of our first meeting. The fee schedule is listed below. It should be noted that evaluations consist of in person appointments, scoring, analysis and interpretation of data, writing a report, and providing feedback. As such, most evaluations take anywhere from 8 to 12 hours, with the cost of an evaluation being at least \$1200.

| Service | Fee |
|---|----------------------------|
| Assessment & Evaluation | \$150/hr. ^{1,2,3} |
| Forensic & Psycholegal Evaluation | \$200/hr. ^{1,2,3} |
| Court Testimony | \$200/hr. ³ |
| <i>Additional Fees</i> ¹ \$25 hr. for 24 hour turnaround ² \$20/hr. for translation services ³ \$50/visit for field services outside of Ventura, Santa Paula, Fillmore, & Ojai Valley | |

If you need a statement for tax or other purposes, we will provide you with one upon request. If you think you may have trouble paying for services, please discuss this with us as soon as you realize there may be a problem. We will also bring up the matter with you so that we can make every effort to arrive at a solution that doesn't disrupt your services. If you've accumulated a balance and we have been unable to agree on a payment arrangement, we may decide that it is in your best interest to refer you to services that are more affordable for you.

Record Copying Costs

As a consumer, you have the right to copy your records. One copy of each of the following is provided free of charge: signed consents, evaluations, and the Information for Clients (also available on the website) brochure. If you wish to have additional copies or copies of other documents in your clinical records, they are available at .25¢/page.

Health Insurance

Chrysostom accepts a wide range of insurance plans and is an out-of-network provider for your Preferred Provider Organization (PPO) plan. If you are using your PPO, please note that each insurance company has a rate that it pays providers, regardless of the rate we bill. You will be responsible for costs not covered by their rate. For example, if your PPO pays providers \$70/hr. and we charge \$150/hr., you would be responsible for the difference of \$80. If you decide to use your PPO, you will need to contact them regarding their reimbursement rate and necessary paperwork. You will pay for the total cost of services and subsequently seek reimbursement from your insurance company for the costs they cover. We will supply any necessary paperwork to facilitate your reimbursement.

In order for your insurance to help cover services, they must be considered "medically necessary," which means they must address a treatable psychiatric diagnosis of a particular severity level. As a result, your insurance company may ask us for information about you to ensure medical necessity.

Feedback and Grievances

We realize that challenges and problems can sometimes arise during the course of services. We value communication and service, always striving to be better at what we do. If you are not satisfied with any area of our work, please raise your concerns with us immediately. We are committed to making every effort to hear your complaints and seek solutions to them.

As a licensed psychologist, I fully abide by the rules and ethical principles of the California Board of Psychology. If you feel we've treated you unfairly or broken a professional rule during the course of **psychological** services, please tell us. You can also contact the California Board of Psychology to discuss your concerns or file a formal grievance.

Closing

Thank you for taking the time to read this document. We believe that what you have learned will help make services more satisfying and successful. **If you feel all your questions have been answered and you are ready to proceed, please sign the "Consent for Assessment", which acknowledges your receipt and understanding of the information in this document.** Furthermore, please retain a copy of this document for your records so that you will be able to refer to it later, if needed.



P.O. Box 997413 MS 4721
Sacramento, CA 95899-7413
(866) 866-0602 or (877) 735-2929 TTY/TTD

<http://dhcs.ca.gov/privacyoffice>



Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

Please review it carefully.

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of your health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say “yes” if you tell us you would be in danger if we do not.

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Your Rights *continued*

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care.

Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation
- Contact you for fundraising efforts

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways.

Help manage the health care treatment you receive

- We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- **We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.** This does not apply to long term care plans.

Example: We use health information about you to develop better services for you.

Pay for your health services

- We can use and disclose your health information as we pay for your health services.

Example: We share information about you with your dental plan to coordinate payment for your dental work.

Administer your plan

- We may disclose your health information to your health plan sponsor for plan administration.

Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

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How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

- We can share health information about you for certain situations such as:
 - Preventing disease
 - Helping with product recalls
 - Reporting adverse reactions to medications
 - Reporting suspected abuse, neglect, or domestic violence
 - Preventing or reducing a serious threat to anyone’s health or safety

Do research

- We can use or share your information for health research.

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

Respond to organ and tissue donation requests and work with a medical examiner or funeral director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers’ compensation, law enforcement, and other government requests

- We can use or share health information about you:
 - For workers’ compensation claims
 - For law enforcement purposes or with a law enforcement official
 - With health oversight agencies for activities authorized by law
 - For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Conduct outreach, enrollment, care coordination and case management

- We can share your information with other government benefits programs like Covered California for reasons such as outreach, enrollment, care coordination, and case management.

Appeal a DHCS decision

- We can share your information if you or your provider appeal a DHCS decision about your health care.

Apply for full scope Medi-Cal

- If you are applying for full scope Medi-Cal benefits, we must check your immigration status with the U.S. Citizenship and Immigration Services (USCIS).

Join a managed care plan

- If you are joining a new managed care plan, we can share your information with that plan for reasons such as care coordination and to make sure that you can get services on time.

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Administer our programs

- We can share your information with our contractors and agents who help us administer our programs.

Comply with special laws

- There are special laws that protect some types of health information such as mental health services, treatment for substance use disorders, and HIV/AIDS testing and treatment. We will obey these laws when they are stricter than this notice.
-

We will never market or sell your personal information.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.

Effective Date: September 23, 2013

This Notice of Privacy Practices applies to the following organizations.

- This notice applies to all DHCS programs, including Medi-Cal. For a full list of programs currently run by DHCS, please visit our website at www.dhcs.ca.gov/services.

For More Information

Please contact us to request a copy of this notice in other languages or to get a copy in another format, such as large print or Braille.

DHCS does not have full copies of your medical records. If you want to look at, get a copy of, or change your medical records, please contact your doctor, dentist, or health plan first.



DHCS Privacy Officer

P.O. Box 997413 MS 4721
Sacramento, CA 95899-7413

Phone: **(866) 866-0602** Option 1, or (877) 735-2929 TTY/TTD

Fax: (916) 440-7680

Email: privacyofficer@dhcs.ca.gov



Su información. Sus derechos. Nuestras responsabilidades.

Este aviso describe cómo podrá ser usada y revelada la información médica sobre de usted y cómo usted puede tener acceso a esta información.

Por favor revíselo cuidadosamente.

Sus derechos

Cuando se trata de su información médica, usted tiene ciertos derechos. Esta sección explica sus derechos y algunas de nuestras responsabilidades para ayudarle.

Obtener una copia de sus expedientes médicos y de reclamos

- Usted puede pedirnos ver u obtener una copia de sus expedientes médicos y de reclamos y otra información médica que tengamos sobre usted. Pregúntenos cómo hacerlo.
- Le proporcionaremos una copia o un resumen de sus expedientes médicos y de reclamos, normalmente durante los 30 días siguientes a su pedido. Podemos cobrarle una suma razonable, basada en el costo.

Pídanos que corrijamos sus expedientes médicos y de reclamos

- Usted puede pedirnos que corrijamos sus expedientes médicos y de reclamos si usted cree que son incorrectos o están incompletos. Pregúntenos cómo hacerlo.
- Podemos decir “no” a su pedido, pero le diremos por qué, por escrito, dentro de 60 días.

Pídanos comunicaciones confidenciales

- Usted puede pedirnos que nos comuniquemos con usted de alguna manera específica (por ejemplo, por teléfono a su casa u oficina) o enviarle el correo a una dirección diferente.
- Tomaremos en consideración todos los pedidos razonables, y debemos decirle “sí” si usted nos dice que estaría en peligro si no lo hacemos.

continuación

Pídanos que limitemos lo que usamos o compartimos

- Usted puede pedirnos que no usemos o compartamos cierta información médica para tratamientos, pagos o para nuestras operaciones.
- No estamos obligados a aceptar su pedido y podríamos decir “no” si esto afecta su cuidado.

Obtenga una lista de aquellos con quienes hemos compartido información

- Usted puede pedir una lista (recuento) de las veces que hemos compartido su información médica durante los seis años anteriores a la fecha de su pedido, con quién la hemos compartido, y por qué.
- Incluiremos todas las revelaciones, excepto aquellas sobre tratamientos, pagos y operaciones de cuidado de salud y ciertas otras revelaciones (como las que usted nos haya pedido que hagamos). Le proporcionaremos un recuento gratuito por año, pero cobraremos una suma razonable, basada en el costo, si usted pide otro dentro de un plazo de 12 meses.

Obtenga una copia de este aviso de privacidad

- Usted tiene derecho a pedir una copia en papel de este aviso en cualquier momento, incluso si usted aceptó recibir el aviso electrónicamente. Le proporcionaremos una copia en papel tan pronto como sea posible.

Elija una persona para que actúe en su nombre

- Si usted ha otorgado un poder médico a alguna persona o si alguien es su tutor legal, esa persona puede ejercer sus derechos y tomar decisiones sobre su información médica.
- Nos aseguraremos que la persona tenga esta autorización y que pueda actuar en su nombre antes de que actuemos.

Presente una queja si cree que no hemos respetado sus derechos

- Usted puede presentar una queja si cree que hemos violado sus derechos, poniéndose en contacto con nosotros por:
 - **Teléfono: (866) 866-0602**, Opt. 1, o (877) 735-2929 TTY/TDD
 - Fax: (916) 440-7680, Email: privacyofficer@dhcs.ca.gov
 - DHCS Privacy Officer, P.O. Box 997413 MS 4721, Sacramento, CA 95899-7413
- Usted puede presentar una queja con el U.S. Department of Health and Human Services Office for Civil Rights, enviando una carta a:
 - 200 Independence Avenue, S.W., Washington, D.C. 20201
 - o llamando al 1-877-696-6775, o visite www.hhs.gov/ocr/privacy/hipaa/complaints/.
- No tomaremos medidas en su contra por presentar una queja.

Sus opciones

Para cierta información médica, usted puede indicarnos qué es lo que quiere que compartamos. Si usted tiene preferencias definidas sobre cómo compartimos su información en las situaciones descritas abajo, hable con nosotros. Díganos lo que usted quiere que hagamos y seguiremos sus instrucciones.

En estos casos, usted tiene el derecho, y la opción de decirnos que:

- Compartamos información con su familia, amigos cercanos u otros que participan en el pago de su cuidado
- Compartamos información en situaciones de ayuda por desastres
- Nos comuniquemos con usted durante campañas de recaudación de fondos

Si usted no puede decirnos lo que usted prefiere, por ejemplo si usted está inconsciente, podemos proceder y compartir su información si nos parece que es en su mejor interés. También podemos compartir su información cuando sea necesario para reducir una amenaza grave e inminente de salud o seguridad.

En estos casos, nunca compartimos su información a menos que usted nos dé permiso por escrito:

- Con fines de comercialización
- Venta de su información

Nuestros usos y revelaciones

¿Cómo usamos y compartimos normalmente su información médica? Normalmente, usamos o compartimos su información médica de las maneras siguientes.

Para ayudar a administrar el cuidado médico que usted recibe

- Podemos usar su información médica y compartirla con los profesionales que le están tratando.

Ejemplo: Un médico nos envía información sobre su diagnóstico y plan de tratamiento, para que podamos organizar servicios adicionales.

Para administrar nuestra organización

- Podemos usar y revelar su información para administrar nuestra organización y comunicarnos con usted cuando sea necesario.
- No se nos permite usar información genética para decidir si le daremos cobertura y el precio de esa cobertura. Esto no se aplica a los planes de cuidados a largo plazo.

Ejemplo: Usamos la información médica sobre usted para crear mejores servicios para usted.

continuación

Nuestros usos y revelaciones

Para pagar por sus servicios médicos

- Podemos usar y revelar su información médica al pagar por sus servicios médicos.

Ejemplo: Compartimos información sobre usted con su plan de atención dental para coordinar el pago de sus servicios dentales.

Para administrar su plan

- Podemos revelar su información médica al patrocinador de su plan de seguro de salud, para la administración del plan.

Ejemplo: Su compañía contrata con nosotros para proporcionar un plan de salud y nosotros proporcionamos a su compañía ciertas estadísticas para justificar las cuotas que cobramos.

¿De qué otras maneras podemos usar o compartir su información médica? Se nos permite o exige que compartamos su información de otras maneras, generalmente de manera que contribuya al bien común, como para asuntos de salud pública e investigación. Tenemos que cumplir condiciones establecidas por la ley antes de poder compartir su información con esos fines. Para más información visite:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Para ayuda con asuntos de salud pública y seguridad

- Podemos compartir información médica sobre usted en ciertas situaciones, como para:
 - Prevenir enfermedades
 - Ayudar a retirar algún producto del mercado
 - Informar sobre reacciones adversas a medicamentos
 - Informar sobre sospechas de abuso, negligencia o violencia doméstica
 - Prevenir o reducir amenazas graves a la salud o seguridad de cualquier persona

Para investigaciones

- Podemos usar o compartir su información médica para investigaciones médicas.

Para cumplir con la ley

- Compartiremos información sobre usted, si las leyes federales o del estado lo exigen, incluyendo compartirla con el Departamento de Salud y Servicios Humanos (Department of Health and Human Services) si quieren saber si estamos cumpliendo con la ley federal de privacidad.

Para responder a pedidos de donaciones de órganos y tejidos y trabajar con un médico forense o director de funerario

- Podemos compartir información médica sobre usted con organizaciones para la donación de órganos.
- Podemos compartir información médica con un médico forense, médico investigador forense o director funerario cuando muere una persona.

continuación

Nuestros usos y revelaciones

Para atender asuntos de compensación laboral, aplicación de la ley y otros pedidos del gobierno

- Podemos usar o compartir información médica sobre usted:
 - Para reclamos de compensación laboral
 - Con fines de reenforzar la ley o con un funcionario encargado de hacer cumplir la ley
 - Con agencias de supervisión de salud, para las actividades autorizadas por la ley
 - Para funciones especiales del gobierno, como servicios militares, de seguridad nacional, y de protección presidencial

En respuesta a demandas y procesos legales

- Podemos compartir información médica sobre usted en respuesta a una orden judicial o administrativa o en respuesta a una citación.

Para realizar actividades de promoción, inscripción, coordinación del cuidado y administración de casos

- Podemos compartir su información con otros programas de beneficios del gobierno, como Covered California, con fines de promoción, inscripción, coordinación del cuidado y administración de casos.

Para apelar una decisión de DHCS

- Podemos compartir su información si usted o su proveedor apelan una decisión de DHCS sobre su cuidado de salud.

Cuando solicite Medi-Cal completo

- Si está solicitando beneficios de Medi-Cal completo, debemos confirmar su situación migratoria con Servicios de Ciudadanía e Inmigración de los EE.UU. (USCIS).

Cuando se una a un plan de cuidados administrados

- Si usted se une a un nuevo plan de cuidados administrados, podemos compartir su información con ese plan por razones como coordinación del cuidado y para asegurar de que usted pueda obtener servicios a tiempo.

Para administrar nuestros programas

- Podemos compartir su información con nuestros contratistas y agentes, quienes nos ayudan a administrar nuestros programas.

Para cumplir con leyes especiales

- Hay leyes especiales que protegen algunos tipos de información médica, como servicios de salud mental, tratamiento para enfermedades por abuso de sustancias, y pruebas y tratamiento contra el VIH/SIDA. Obedeceremos las leyes cuándo sean más estrictas que este aviso.

Nunca comercializaremos ni venderemos su información personal.

Nuestras responsabilidades

- La ley nos exige mantener la privacidad y seguridad de su información médica, que está protegida.
- Le avisaremos inmediatamente si ocurre alguna situación que ponga en peligro la privacidad o seguridad de su información.
- Debemos obedecer las obligaciones y prácticas de privacidad descritas en este aviso y darle a usted una copia.
- No usaremos ni compartiremos su información de ninguna otra manera que las descritas aquí, a menos que usted nos diga, por escrito, que podemos hacerlo. Si usted nos dice que podemos hacerlo, usted podrá cambiar su decisión en cualquier momento. Avísenos por escrito si usted cambia su decisión

Para más información visite: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html

Cambios a los términos de este aviso

Podemos cambiar los términos de este aviso y los cambios serán aplicables a toda la información que tengamos sobre usted. El aviso nuevo estará a su disposición sobre pedido, en nuestra oficina, y en nuestro sitio web y le enviaremos por correo una copia.

Fecha de vigencia: 23 de septiembre de 2013

Este aviso de prácticas de privacidad es aplicable a las organizaciones siguientes.

- Este aviso es aplicable a todos los programas de DHCS, incluyendo Medi-Cal. Para ver una lista completa de los programas operados actualmente por DHCS, por favor vaya a nuestro sitio web, www.dhcs.ca.gov/services

Para más información

Por favor comuníquese con nosotros para pedir una copia de este aviso en otros idiomas o para obtener una copia en otro formato, como en letra grande o Braille.

DHCS no tiene una copia completa de sus expedientes médicos. Si quiere leer, obtener una copia o cambiar sus expedientes médicos, por favor comuníquese primero con su médico, dentista o plan de salud.

Para pedir este aviso en su propio idioma, por favor llame al:

| | | | | |
|-----------|----------------|-----------------|------------|----------------|
| English | 1-855-297-5064 | Korean | 한국어 | 1-855-297-5064 |
| Arabic | اللغة العربية | Mandarin | 國語 | 1-855-297-5064 |
| Armenian | Հայերեն | Russian | Русский | 1-855-297-5064 |
| Cambodian | ភាសាខ្មែរ | Spanish | Español | 1-855-297-5064 |
| Cantonese | 粵語 | Tagalog | Tagalog | 1-855-297-5064 |
| Farsi | فارسی | Vietnamese | Tiếng Việt | 1-855-297-5064 |
| Hmong | Hmoob | Other Languages | | 1-855-297-5064 |



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(866) 866-0602 or (877) 735-2929 TTY/TTD
<http://dhcs.ca.gov/privacyoffice>