

# Pacific Coast Psychiatric Associates

2970 Camino Diablo, 3rd Flr  
Walnut Creek, CA 94597

490 Post Street, Suite 939 & 1043  
San Francisco, CA 94102

---

PH: 415-409-0944 Fax: 415-447-8665  
www.pcpasf.com \*\* reception@pcpasf.com

## TABLE OF CONTENTS

### NOTICE OF PRIVACY PRACTICES

[How This Medical Practice May Use or Disclose Your Health Information](#)

[When This Medical Practice May Not Use or Disclose Your Health Information](#)

[Your Health Information Rights](#)

[Informed consent for telepsychiatry](#)

[Introduction](#)

[Rights](#)

[Responsibilities](#)

[Potential Limitations](#)

[Changes to this Notice of Privacy Practices](#)

[Complaints](#)

[Other Uses of Information](#)

### NOTICE OF PCPA OFFICE POLICIES AND PROCEDURES

[Emergency Contact](#)

[Security Procedures](#)

[Insurance Benefits and Patient Responsibility for Fees](#)

[Fees and Payment](#)

[Late Cancellations and Missed Appointments](#)

[Unpaid Bills](#)

[Grievance Procedures and Complaints](#)

## NOTICE OF PRIVACY PRACTICES

**Effective Date: June 1<sup>st</sup>, 2015**

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.

*We understand the importance of privacy and are committed to maintaining the confidentiality of your medical information. We make a record of the medical care we provide and may receive such records from others. We use these records to provide or enable other health care providers to provide quality medical care, to obtain payment for services provided to you as allowed by your health plan and to enable us to meet our professional and legal obligations to operate this medical practice properly. We are required by law to maintain the privacy of protected health information, to provide individuals with notice of our legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information. If you have any questions about this Notice, please contact our Privacy Officer listed above.*

## **How This Medical Practice May Use or Disclose Your Health Information**

This medical practice collects health information about you and stores it in a chart and on a computer, in an electronic health record. This is your medical record. The medical record is the property of this medical practice, but the information in the medical record belongs to you. The law permits us to use or disclose your health information for the following purposes:

1. **Treatment.** We use medical information about you to provide your medical care. We disclose medical information to our employees and others who are involved in providing the care you need. For example, we may share your medical information with other physicians or other healthcare providers who will provide services that we do not provide. Or we may share this information with a pharmacist who needs it to dispense a prescription to you, or a laboratory that performs a test. We may also disclose medical information to members of your family or others who can help you when you are sick or injured, or after you die.
2. **Payment.** We use and disclose medical information about you to obtain payment for the services we provide. For example, we give your health plan the information it requires before it will pay us. We may also disclose information to other healthcare providers to assist them in obtaining payment for services they have provided to you.
3. **Health Care Operations.** We may use and disclose medical information about you to operate this medical practice. For example, we may use and disclose this information to review and improve the quality of care we provide, or the competence and qualifications of our professional staff. Or we may use and disclose this information to get your health plan to authorize services or referrals. We may also use and disclose this information as necessary for medical reviews, legal services and audits, including fraud and abuse detection and compliance programs and business planning and management. We may also share your medical information with our "business associates," such as our billing service, that perform administrative services for us. We have a written contract with each of these business associates that contains terms requiring them and their subcontractors to protect the confidentiality and security of your protected health information. We may also share your information with other health care providers, health care clearinghouses or health plans that have a relationship with you, when they request this information to help them with their quality assessment and improvement activities, their patient-safety activities, their population-based efforts to improve health or reduce health care costs, their protocol development, case management or care-coordination activities, their review of competence, qualifications and performance of health care professionals, their training programs, their accreditation, certification or licensing activities, or their health care fraud and abuse detection and compliance efforts. We may also share medical information about you

with the other health care providers, health care clearinghouses and health plans that participate with us in "organized health care arrangements" (OHCAs) for any of the OHCAs' health care operations. OHCAs include hospitals, physician organizations, health plans, and other entities which collectively provide health care services. A listing of the OHCAs we participate in is available from the Privacy Official.

4. Appointment Reminders. We may use and disclose medical information to contact and remind you about appointments. If you are not home, we may leave this information on your answering machine or in a message left with the person answering the phone.
5. Notification and Communication With Family. We may disclose your health information to notify or assist in notifying a family member, your personal representative or another person responsible for your care about your location, your general condition or, unless you had instructed us otherwise, in the event of your death. In the event of a disaster, we may disclose information to a relief organization so that they may coordinate these notification efforts. We may also disclose information to someone who is involved with your care or helps pay for your care. If you are able and available to agree or object, we will give you the opportunity to object prior to making these disclosures, although we may disclose this information in a disaster even over your objection if we believe it is necessary to respond to the emergency circumstances. If you are unable or unavailable to agree or object, our health professionals will use their best judgment in communication with your family and others.
6. Marketing. Provided we do not receive any payment for making these communications, we may contact you to give you information about products or services related to your treatment, case management or care coordination, or to direct or recommend other treatments, therapies, health care providers or settings of care that may be of interest to you. We may similarly describe products or services provided by this practice and tell you which health plans this practice participates in. We may also encourage you to maintain a healthy lifestyle and get recommended tests, participate in a disease management program, provide you with small gifts, tell you about government sponsored health programs or encourage you to purchase a product or service when we see you, for which we may be paid. Finally, we may receive compensation which covers our cost of reminding you to take and refill your medication, or otherwise communicate about a drug or biologic that is currently prescribed for you. We will not otherwise use or disclose your medical information for marketing purposes or accept any payment for other marketing communications without your prior written authorization. The authorization will disclose whether we receive any compensation for any marketing activity you authorize, and we will stop any future marketing activity to the extent you revoke that authorization.
7. Sale of Health Information. We will not sell your health information without your prior written authorization. The authorization will disclose that we will receive compensation for your health information if you authorize us to sell it, and we will stop any future sales of your information to the extent that you revoke that authorization.
8. Required by Law. As required by law, we will use and disclose your health information, but we will limit our use or disclosure to the relevant requirements of the law. When the law requires us to report abuse, neglect or domestic violence, or respond to judicial or administrative proceedings, or to law enforcement officials, we will further comply with the requirement set forth below concerning

those activities.

9. Public Health. We may, and are sometimes required by law, to disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child, elder or dependent adult abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure. When we report suspected elder or dependent adult abuse or domestic violence, we will inform you or your personal representative promptly unless in our best professional judgment, we believe the notification would place you at risk of serious harm or would require informing a personal representative we believe is responsible for the abuse or harm.
10. Health Oversight Activities. We may, and are sometimes required by law, to disclose your health information to health oversight agencies during the course of audits, investigations, inspections, licensure and other proceedings, subject to the limitations imposed by law.
11. Judicial and Administrative Proceedings. We may, and are sometimes required by law, to disclose your health information in the course of any administrative or judicial proceeding to the extent expressly authorized by a court or administrative order. We may also disclose information about you in response to a subpoena, discovery request or other lawful process if reasonable efforts have been made to notify you of the request and you have not objected, or if your objections have been resolved by a court or administrative order.
12. Law Enforcement. We may, and are sometimes required by law, to disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order, warrant, grand jury subpoena and other law enforcement purposes.
13. Coroners. We may, and are often required by law, to disclose your health information to coroners in connection with their investigations of deaths.
14. Organ or Tissue Donation. We may disclose your health information to organizations involved in procuring, banking or transplanting organs and tissues.
15. Public Safety. We may, and are sometimes required by law, to disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.
16. Specialized Government Functions. We may disclose your health information for military or national security purposes or to correctional institutions or law enforcement officers that have you in their lawful custody.
17. Workers' Compensation. We may disclose your health information as necessary to comply with workers' compensation laws. For example, to the extent your care is covered by workers' compensation, we will make periodic reports to your employer about your condition. We are also required by law to report cases of occupational injury or occupational illness to the employer or workers' compensation insurer.
18. Change of Ownership. In the event that this medical practice is sold or merged with another organization, your health information/record will become the property of the new owner, although

you will maintain the right to request that copies of your health information be transferred to another physician or medical group.

19. Breach Notification. In the case of a breach of unsecured protected health information, we will notify you as required by law. If you have provided us with a current email address, we may use e-mail to communicate information related to the breach. In some circumstances our business associate may provide the notification. We may also provide notification by other methods as appropriate.
20. Psychotherapy Notes. We will not use or disclose your psychotherapy notes without your prior written authorization except for the following: 1) use by the originator of the notes for your treatment, 2) for training our staff, students and other trainees, 3) to defend ourselves if you sue us or bring some other legal proceeding, 4) if the law requires us to disclose the information to you or the Secretary of HHS or for some other reason, 5) in response to health oversight activities concerning your psychotherapist, 6) to avert a serious and imminent threat to health or safety, or 7) to the coroner or medical examiner after you die. To the extent you revoke an authorization to use or disclose your psychotherapy notes, we will stop using or disclosing these notes.
21. Research. We may disclose your health information to researchers conducting research with respect to which your written authorization is not required as approved by an Institutional Review Board or privacy board, in compliance with governing law.

### **When This Medical Practice May Not Use or Disclose Your Health Information**

Except as described in this Notice of Privacy Practices, this medical practice will, consistent with its legal obligations, not use or disclose health information which identifies you without your written authorization. If you do authorize this medical practice to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

### **Your Health Information Rights**

22. Right to Request Special Privacy Protections. You have the right to request restrictions on certain uses and disclosures of your health information by a written request specifying what information you want to limit, and what limitations on our use or disclosure of that information you wish to have imposed. If you tell us not to disclose information to your commercial health plan concerning health care items or services for which you paid for in full out-of-pocket, we will abide by your request, unless we must disclose the information for treatment or legal reasons. We reserve the right to accept or reject any other request, and will notify you of our decision.
23. Right to Request Confidential Communications. You have the right to request that you receive your health information in a specific way or at a specific location. For example, you may ask that we send information to a particular email account or to your work address. We will comply with all reasonable requests submitted in writing which specify how or where you wish to receive these communications.
24. Right to Inspect and Copy. You have the right to inspect and copy your health information, with limited exceptions. To access your medical information, you must submit a written request detailing what information you want access to, whether you want to inspect it or get a copy of it, and if you want a copy, your preferred form and format. We will provide copies in your requested form and

format if it is readily producible, or we will provide you with an alternative format you find acceptable, or if we can't agree and we maintain the record in an electronic format, your choice of a readable electronic or hardcopy format. We will also send a copy to any other person you designate in writing. We will charge a reasonable fee which covers our costs for labor, supplies, postage, and if requested and agreed to in advance, the cost of preparing an explanation or summary. We may deny your request under limited circumstances. If we deny your request to access your child's records or the records of an incapacitated adult you are representing because we believe allowing access would be reasonably likely to cause substantial harm to the patient, you will have a right to appeal our decision. If we deny your request to access your psychotherapy notes, you will have the right to have them transferred to another mental health professional.

25. Right to Amend or Supplement. You have a right to request that we amend your health information that you believe is incorrect or incomplete. You must make a request to amend in writing, and include the reasons you believe the information is inaccurate or incomplete. We are not required to change your health information, and will provide you with information about this medical practice's denial and how you can disagree with the denial. We may deny your request if we do not have the information, if we did not create the information (unless the person or entity that created the information is no longer available to make the amendment), if you would not be permitted to inspect or copy the information at issue, or if the information is accurate and complete as is. If we deny your request, you may submit a written statement of your disagreement with that decision, and we may, in turn, prepare a written rebuttal. All information related to any request to amend will be maintained and disclosed in conjunction with any subsequent disclosure of the disputed information.
26. Right to an Accounting of Disclosures. You have a right to receive an accounting of disclosures of your health information made by this medical practice, except that this medical practice does not have to account for the disclosures provided to you or pursuant to your written authorization, or as described in paragraphs 1 (treatment), 2 (payment), 3 (health care operations), 6 (notification and communication with family) and 18 (specialized government functions) of Section A of this Notice of Privacy Practices or disclosures for purposes of research or public health which exclude direct patient identifiers, or which are incident to a use or disclosure otherwise permitted or authorized by law, or the disclosures to a health oversight agency or law enforcement official to the extent this medical practice has received notice from that agency or official that providing this accounting would be reasonably likely to impede their activities.
27. Right to a Paper or Electronic Copy of this Notice. You have a right to notice of our legal duties and privacy practices with respect to your health information, including a right to a paper copy of this Notice of Privacy Practices, even if you have previously requested its receipt by email.

If you would like to have a more detailed explanation of these rights or if you would like to exercise one or more of these rights, contact our Privacy Officer listed at the top of this Notice of Privacy Practices.

## **Informed consent for telepsychiatry**

### **Introduction**

Telepsychiatry is the delivery of psychiatric services using interactive audio and visual electronic systems

where the psychiatrist and the patient are not in the same physical location.

The interactive electronic systems used in telepsychiatry incorporate network and software security protocols to protect the confidentiality of patient information and audio and visual data. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption. The laws that protect the privacy and confidentiality of medical information also apply to telepsychiatry.

## **Rights**

You have the right to withhold or withdraw your consent to the use of telepsychiatry during the course of your care at any time. Please understand that withdrawal of consent will not affect any future care or treatment.

PCPA providers have the right to withhold or withdraw their consent for the use of telepsychiatry during the course of your care at any time.

All rules and regulations which apply to the practice of medicine in the state of California also apply to telepsychiatry.

## **Responsibilities**

You agree not to record any telepsychiatry sessions without written consent from your PCPA provider. PCPA providers will not record any of your telepsychiatry sessions without your written consent.

You will inform your PCPA provider if any other person can hear or see any part of your session before the session begins. PCPA providers will inform you if any other person can hear or see any part of our session before the session begins.

Please understand that you, not the PCPA provider, are responsible for the configuration of any electronic equipment used on your computer for telepsychiatry. It is your responsibility to ensure the proper functioning of all electronic equipment before your session begins.

Please understand that you must be a resident of the state of California to be eligible for telepsychiatry services from PCPA.

Please understand that during the initial evaluation and under special circumstances you may be required to verify your identity and location to the provider's satisfaction.

## **Potential Limitations**

Limitations of telepsychiatry, include but are not limited to, the possibility, despite reasonable efforts on PCPA's part, that: the transmission of medical information could be disrupted or distorted by technical failures; the transmission of medical information could be interrupted by unauthorized persons; and/or the electronic storage of medical information could be accessed by unauthorized persons.

In addition, telemedicine based services and care may not be as complete as face-to-face services. If your PCPA provider believes that you would be better served by another form of services (e.g. face-to-face

services) you will be referred to other providers who can provide such services in your area.

Finally, please understand that there are potential risks and benefits associated with any form of treatment, and that despite the efforts of your PCPA provider as well as your efforts, results cannot be guaranteed or assured.

### **Changes to this Notice of Privacy Practices**

We reserve the right to amend this Notice of Privacy Practices at any time in the future. Until such amendment is made, we are required by law to comply with the terms of this Notice currently in effect. After an amendment is made, the revised Notice of Privacy Protections will apply to all protected health information that we maintain, regardless of when it was created or received. We will keep a copy of the current notice posted in our reception area, and a copy will be available at each appointment. We will also post the current notice on our website.

### **Complaints**

Complaints about this Notice of Privacy Practices or how this medical practice handles your health information should be directed to our Privacy Officer listed at the top of this Notice of Privacy Practices.

please if you are not satisfied with the manner in which this office handles a complaint, you may submit a formal complaint to:

Michael Leoz, Regional Manager  
Office of Civil Rights  
U.S. Department of Health and Human Services  
90 7<sup>th</sup> Street, Suite 4-100  
San Francisco, CA 94103  
Phone: (800)368-1019  
Fax: (415)437-8329  
TDD: (800)537-7697  
[OCRMail@hhs.gov](mailto:OCRMail@hhs.gov)

The complaint form may be found at [www.hhs.gov/ocr/privacy/hipaa/complaints/hipcomplaint.pdf](http://www.hhs.gov/ocr/privacy/hipaa/complaints/hipcomplaint.pdf). You will not be penalized in any way for filing a complaint.

### **B. Other Uses of Information**

Other uses and disclosures of information not covered by this notice or the laws that apply to the practice will be made only with your written permission. If you provide the practice with specific permission to use or disclose information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, the practice will no longer use or disclose information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures that have already been made with your permission, and that we are required to retain our records of the care that we provided to you.



## **NOTICE OF PCPA OFFICE POLICIES AND PROCEDURES**

**Effective: June 1, 2015**

THE PURPOSE OF THIS NOTICE IS TO PROVIDE AS MUCH PERTINENT INFORMATION AS POSSIBLE FOR THE PROVIDER TO PROVIDE THE BEST CARE POSSIBLE. PLEASE REVIEW IT CAREFULLY.

### **Emergency Contact**

Messages left on voicemail are retrieved regularly and calls are returned as soon as possible. If you need more rapid attention for your own or someone else's safety, do not delay while waiting for the provider to return your telephone call. Please call 9-1-1 or report to the nearest hospital's emergency room.

### **Security Procedures**

We make reasonable efforts to prevent access and disclosure to unauthorized personnel. We keep an ongoing log of potential risks and the physical and electronic safeguards implemented to limit these risks. We require all business associates to abide by all applicable privacy regulations.

### **Insurance Benefits and Patient Responsibility for Fees**

Only your health insurance plan can describe your benefits to you or verify provider eligibility. The administrative staff will help you obtain this information from your health insurance plan, but you must contact the health insurance plan directly for verification. If charges are denied by a health insurance plan they become entirely your responsibility, even if you had understood from your health insurance plan that the charges would be paid by them.

### **Fees and Payment**

1. Payment for charges not covered by your health insurance plan (including co-payment, co-insurance, and deductible amounts) is due in full at the time services are provided unless prior arrangements have been made.
2. Self-pay fees are as follows:

First appointment in an episode of care:	\$325
Subsequent 45 – 60 minute appointment:	\$250

Subsequent 15 – 30 minute appointment:	\$200
--	-------

These fees are subject to change; however, any changes will be discussed with you. Fees for other services are by arrangement.

3. PCPA charges \$50 annually for electronic tools not covered by insurance that are utilized to improve the patient's access to care. I understand that I will be charged this fee after my first appointment. If I terminate treatment within 3 months, this fee is fully refundable.

### **Late Cancellations and Missed Appointments**

Failure to keep a scheduled appointment will result in a \$175.00, unless you cancel at least forty-eight (48) business hours prior to the appointment time.

Please note that health insurance plans do not pay for missed appointments, these charges will be entirely our responsibility.

### **Unpaid Bills**

It is important that you discuss with your provider any financial hardship that you may have. Doing so may allow us to arrive at a mutually agreeable payment plan that allows the continuation of your treatment. If this cannot be accomplished, seriously delinquent accounts may be referred to a collection agency and we may have to terminate you as a patient. Information necessary to effect collection will be released to the collection agency. Should it become necessary to file suit in this context, you agree to pay reasonable attorney fees. A service fee of 1.5% will be charged on balances more than thirty (30) days past due.

### **Grievance Procedures and Complaints**

If you have any questions or concerns about administrative or business matters in this office, please discuss them with your provider.

If you have any questions or concerns about your treatment, you are encouraged to discuss them with your provider. In addition, or instead, the following avenues are also available:

1. You may contact your health insurance plan or behavioral health benefit manager.
2. If you feel that the problem is serious and/or you have not reached resolution through one of the avenues above, you can file a complaint with the California State Department of Health Services.

The Department of Health Services  
Licensing and Certification  
350 90<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Daly City, CA

(800)554-0353