

Notice of Privacy Policies

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.

Effective Date: March 1, 2026

In order to provide you care, Janessa Jimenez, LMFT (the "Provider") must collect, create, and maintain health information about you. This includes any individually identifiable information obtained from you or others that relates to your past, present, or future physical or mental health, the health care you have received, or payment for your health care. The Provider is required by law to maintain the privacy of this information. This Notice of Privacy Practices (the "Notice") describes how your health information may be used and disclosed, and explains certain rights you have regarding this information. The Provider is required by law to provide you with this Notice and will comply with the terms as stated.

Note on California Law: Where California law provides more protection for your medical information than federal HIPAA regulations, the practice will follow the stricter California state law.

How the Provider Uses and Discloses Your Health Information

The Provider protects your health information from inappropriate use and disclosure, and will use and disclose your health information only for the purposes listed below:

Uses and Disclosures for Treatment, Payment, and Health Care Operations. The Provider may use and disclose your protected health information in order to provide your care or treatment, obtain payment for services provided to you, and conduct practice health care operations as detailed below.

- **Treatment and Care Management.** The Provider may use and disclose health information about you to facilitate treatment, and to coordinate and manage your care with other health care providers.
- **Payment.** The Provider may use and disclose health information about you for payment purposes and to assist in the payment activities of other health care providers. Payment activities include, without limitation, determining your eligibility for benefits and obtaining payment from insurers that may be responsible for providing coverage to you, including Federal and State entities.
- **Health Care Operations.** The Provider may use and disclose health information about you to support health care functions related to treatment and payment. These include, without limitation, care management, quality improvement activities, evaluating practice performance, and resolving any complaints or grievances you may have. The Provider may also use and disclose your health information to assist other health care providers in performing their own health care operations.

Uses and Disclosures Without Your Consent or Authorization. The Provider may use and disclose your health information without your specific written authorization for the following purposes:

- **As required by law.** The Provider may use and disclose your health information as required by state, federal, and local law.
- **Public health activities.** The Provider may disclose your health information to public authorities or other agencies and organizations conducting public health activities, such as preventing or controlling disease, injury, or disability; reporting births, deaths, child abuse or neglect, or domestic violence; and reporting potential problems with products regulated by the Food and Drug Administration or communicable diseases.
- **Victims of abuse, neglect, or domestic violence.** The Provider may disclose your health information to an appropriate government agency if it is believed you are a victim of abuse, neglect, or domestic violence, and you agree to the disclosure or the disclosure is required or permitted by law. The Provider will inform you if your health information is disclosed for this purpose unless it is believed that advising you or your caregiver would place you or another person at risk of serious harm.

- **Health oversight activities.** The Provider may disclose your health information to federal or state health oversight agencies for activities authorized by law, such as audits, investigations, inspections, and licensing surveys.
- **Judicial and administrative proceedings.** The Provider may disclose your health information in the course of a judicial or administrative proceeding only if a judge signs a formal court order, or if the practice receives a valid subpoena and you have been formally notified, given the opportunity to object, or have signed a specific authorization to waive your psychotherapist-patient privilege.
- **Law enforcement purposes.** The Provider may disclose your health information to a law enforcement agency to respond to a court order, warrant, summons, or similar process; to help identify or locate a suspect or missing person; to provide information about a victim of a crime, a death that may be the result of criminal activity, or criminal conduct on the practice premises; or, in emergency situations, to report a crime, the location of the crime or the victims, or the identity, location, or description of the person who committed the crime.
- **Deceased individuals.** The Provider may disclose your health information to a coroner, medical examiner, or a funeral director as necessary and as authorized by law.
- **Organ or tissue donations.** The Provider may disclose your health information to organ procurement organizations and similar entities.
- **For research.** The Provider may use or disclose your health information for research purposes. The Provider will use or disclose your health information for research purposes only with the approval of an Institutional Review Board, which must follow a special approval process. When required, the Provider will obtain a written authorization from you prior to using your health information for research.
- **Health or safety.** The Provider may use or disclose your health information to prevent or lessen a threat to the health or safety of you or the general public. The Provider may also disclose your health information to public or private disaster relief organizations, such as the Red Cross, or other organizations participating in bio-terrorism countermeasures.
- **Specialized government functions.** The Provider may use or disclose your health information to provide assistance for certain types of government activities. If you are a member of the armed forces of the United States or a foreign country, the Provider may disclose your health information to the appropriate military authority as is deemed necessary. The Provider may also disclose your health information to federal officials for lawful intelligence or national security activities.
- **Workers' compensation.** The Provider may use or disclose your health information as permitted by the laws governing the workers' compensation program or similar programs that provide benefits for work-related injuries or illnesses.
- **Individuals involved in your care.** The Provider may disclose your health information to a family member, other relative, or close personal friend assisting you in receiving health care services. If you are available, the Provider will give you an opportunity to object to these disclosures, and will not make them if you object. If you are not available, the Provider will determine whether a disclosure to your family or friends is in your best interest, taking into account the circumstances and based upon professional clinical judgment. In the context of couples or family therapy, information shared with the Provider by one participant may be disclosed to other participating family members if it is deemed clinically necessary to advance the treatment goals, as outlined in the treatment consent agreement.
- **Appointments, Information, and Services.** The Provider may contact you to provide appointment reminders or information about treatment alternatives or other health-related services that may be of interest to you.
- **Incidental Uses and Disclosures.** Incidental uses and disclosures of your health information sometimes occur and are not considered to be a violation of your rights. Incidental uses and disclosures are by-products of otherwise permitted uses or disclosures which are limited in nature and cannot be reasonably prevented.

Special Treatment of Certain Records. Certain categories of health information, such as HIV status, genetic

information, or specialized substance use treatment records, receive heightened protections under California's Confidentiality of Medical Information Act (CMIA). Disclosures of these specific records typically require your explicit, separate written authorization.

Obtaining Your Authorization for Other Uses and Disclosures. Certain uses and disclosures of your health information will be made only with your written authorization, including uses and/or disclosures: (a) of psychotherapy notes (where appropriate); (b) for marketing purposes; and (c) that constitute a sale of health information under the Privacy Rule. The Provider will not use or disclose your health information for any purpose not specified in this Notice unless express written authorization is obtained from you or your legally appointed representative. If you provide authorization, you may revoke it at any time. The Provider will then no longer use or disclose your health information for the purpose you authorized, except to the extent that the Provider has already relied on your authorization to provide your care.

Your Rights Regarding Your Health Information

You have the following rights regarding your health information:

Right to Inspect or Get a Copy of Your Medical Record. You have the right to inspect your records within **5 business days** of a written request and receive copies within **15 days**. Your request should describe the information you want to review and the format in which you wish to review it. By law, the practice may charge a reasonable, cost-based fee that covers only the labor, supplies, and postage required to fulfill your request. For couples or family therapy, records contain information regarding multiple individuals. To protect everyone's privacy, the Provider will request written authorization from all adult participants prior to releasing the full joint record. However, each individual retains a legal right to access health information pertaining directly to them, and the Provider will provide access to the individual's portion of the record as permitted by California and federal law.

- **Refusal of Access:** Under California law, the Provider may deny your request to inspect or copy your records if it is determined that providing such access would result in a **substantial risk of significant adverse or detrimental consequences** to you.
- **Your Rights Upon Refusal:** If the Provider denies your request for access, the Provider must:
 1. Provide a written explanation for the denial in your clinical record.
 2. Inform you of your right to have the denial reviewed by another licensed health professional of your choosing.
 3. Provide you with a summary of the record if you prefer, or allow a different health professional (that you designate) to inspect the records on your behalf.

Right to Request Changes to Your Medical Record. You have the right to request changes to any health information maintained about you if you state a reason why this information is incorrect or incomplete. The Provider might not agree to make the changes you request. If the Provider does not agree with the requested changes, the practice will notify you in writing and inform you how to have your objection included in the records.

Right to an Accounting of Disclosures. You have the right to receive a list of all disclosures made of your health information. The list will not include disclosures made for certain purposes including, without limitation, disclosures for treatment, payment, or health care operations, or disclosures you authorized in writing. Your request should specify the time period covered, which cannot exceed six years. The first time you request a list of disclosures in any 12-month period, it will be provided at no cost. If you request additional lists within the 12-month period, the practice may charge you a nominal fee.

Right to Request Restrictions. You have the right to request restrictions on the ways in which the Provider uses and discloses your health information for treatment, payment, and health care operations, or discloses this information to disaster relief organizations or individuals who are involved in your care. The Provider is required to comply with your request if it relates to a disclosure to your health plan regarding health care items or services for which you have paid the bill in full; in other instances, the Provider is not required to agree to the restrictions you request.

Right to Request Confidential Communications. You have the right to ask the Provider to send health information to you in a different way or at a different location. Your request for an alternate form of communication should specify where and/or how the practice should contact you.

Right to Receive Notification of Breach. You have the right to receive a notification in the event that there is a breach of your unsecured health information, which requires notification under the Privacy Rule.

Right to Paper Copy of Notice. You have the right to receive a paper copy of this Notice of Privacy Practices at any time.

Privacy Contact Information For questions about this notice or to file a privacy-related complaint, please contact:

- **Privacy Contact:** Janessa Jimenez, LMFT
- **Mailing Address:** P.O. Box 511 Tracy, CA 95378
- **Phone:** 408-658-9633
- **Secure Communications:** Please submit all inquiries or formal written requests regarding your records securely through the SimplePractice Client Portal.

Right to File Complaints

If you believe your privacy rights have been violated, you may file a complaint with the Provider or with the Secretary of the U.S. Department of Health and Human Services. You will not be penalized or retaliated against by the Provider for filing a complaint.

Changes to this Notice

The Provider may change the terms of this Notice of Privacy Practices at any time. If the terms of the Notice are changed, the new terms will apply to all of your health information, whether created or received by the Provider before or after the date on which the Notice is changed. Any updates to the Notice will be provided to you.