

ETHICAL PRACTICES BULLETIN AND CLINICAL SERVICES UPDATE

Empathia Pacific, Inc. (“Empathia”) maintains written policies and procedures describing its standards for ethical behavior and professional conduct. These policies and procedures also guide Empathia’s delivery of services to individual clients and work organizations, and establish the standards for care, oversight activities, and compliance with state and federal laws. These policies and procedures are reviewed and updated on a regular basis.

Empathia’s standards for ethical behavior and professional conduct are communicated to employees and providers through staff training, new provider orientation, quality assurance reviews, and regular network bulletins.

Empathia also maintains an Antifraud Plan for the purpose of identifying and investigating possible incidents of fraud and reducing the costs of fraud and unethical activities to Empathia and its providers and clients.

It is Empathia’s policy to deliver EAP services in a manner that complies with applicable state and federal laws and regulations and meets the highest standard of business and professional ethics. For this purpose, Empathia regularly provides updated information about its Standards of Conduct and Antifraud Plan to its employees and providers.

It is our policy to:

- Provide proactive guidance to employees and providers regarding ethical conduct for EAP professionals to improve their ability to recognize and address ethical issues;
- Encourage employees, providers, business partners, and contractors to disclose improper activities including, but not limited to, known or suspected fraud, fraudulent claims, violations of state or federal laws or regulations, misuse of Empathia resources, or other financial irregularities;
- Provide for separation of clinical services from fiscal and administrative management to ensure clinical decision-making is not unduly influenced by fiscal and administrative management;
- Provide education and training to employees about compliance with laws and professional standards of conduct, including information about who to contact when a compliance or ethical decision-making issue arises;
- Monitor all client services and respond promptly to areas of concern, and to seek out and correct any improper activities;

- Offer clients an available appointment within 7-10 working days of a request for initial, non-urgent services and within 48 hours of a request for urgent services; and
- File an annual report with the California Department of Managed Health Care (“DMHC”) outlining Empathia’s efforts to deter, detect and investigate fraud.

In accordance with the Empathia Provider Agreement, providers agree to:

- Review and sign the Empathia Statement of Understanding/Consent to Participate form with each client/enrollee at the time of the first counseling session, and obtain the client’s/enrollee’s signature as acknowledgement of understanding of the scope and limitations of services provided;
- Submit accurate and complete assessment and reimbursement forms in a timely manner (within 90 days) to report services provided to clients on behalf of Empathia;
- Avoid billing or charging EAP clients for counseling sessions covered by Empathia; and
- Use Empathia forms to document client services. The most current forms will be sent to you with each new referral.

Additionally, providers and contractors shall:

- Ensure there are no financial conflicts of interest in clinical decision-making, and disclose any potential financial conflicts interest in clinical decision-making to Empathia’s CEO and Board of Directors.
- Seek guidance from Empathia staff members about ethical questions, particularly with regard to conflicts of interest, client privacy, and confidentiality.

The following areas regarding Empathia’s service standards and code of professional conduct are of particular importance:

- Privacy, confidentiality, and disclosure of confidential information;
- Client consent to EAP services;
- Potential conflict of interest;
- Complete and accurate record maintenance; and
- Consistent access to and quality of service to clients regardless of race, color, age, religion, sex, ancestry, national origin, marital status, disability, medical conditions, AIDS/HIV, military or veteran status, sexual orientation, gender identity, or gender expression.

Important Empathia Clinical Service Protocols

Confidentiality

Empathia requires providers to comply with certain confidentiality requirements, including, but not limited to, those set forth in Policy No. S-00-13: Confidentiality Requirements, which is attached hereto. Empathia encourages providers to make special note of the Notice of Privacy Practices and Statement of Understanding contained within the Policy.

Freedom of Choice Statement

Clients may seek to continue in treatment with you in your private practice for services beyond EAP. If a self-referral is in the best interest of a client and does not pose a conflict of interest, please offer a minimum of two other treatment resources, and then have the client sign the Freedom of Choice Statement. Retain a copy of the signed form in your case records. This form clarifies for clients that Empathia does not cover these treatment services and confirms that they have been offered other treatment resources.

Grievance Forms

Empathia requires providers to make Empathia's grievance forms and a description of its grievance procedure readily available to clients at each provider's office or facility. Providers may find the latest version of the Empathia's grievance form in the following locations:

- Empathia.com website at: <https://www.empathia.com/library-of-forms/> under Grievance Form (Grievance Form-Spanish)
- Provider Portal at paperwork.empathia.com
- Clicking on the links below:
 - English version
[https://www.empathia.com/grievance/7_LifeMatters%20Employee%20Enrollee%20Grievance%20Notice%20\(20222186\).pdf](https://www.empathia.com/grievance/7_LifeMatters%20Employee%20Enrollee%20Grievance%20Notice%20(20222186).pdf)
 - Spanish
[http://www.empathia.com/grievance/7_Enrollee%20Employee%20Notice_Grievance%20Notice%20\(20222186\)_SPN.pdf](http://www.empathia.com/grievance/7_Enrollee%20Employee%20Notice_Grievance%20Notice%20(20222186)_SPN.pdf)

Consultation

Empathia strongly encourages providers to consult with our clinical managers whenever there is any clinical concern or question, as well as to document consultation in the client's file. In particular, please be sure to consult on any case where there is a potential risk of harm to the client or the safety of others by calling us at 1-800-367-7474. Leave a detailed, confidential message, and we will return your call within one business day. For any urgent or emergent matter, please contact the LifeMatters by Empathia Provider Line at 1-877-844-8693 and request

immediate assistance. Our clinical team seeks to support you in providing the best possible care to our clients.

Provider Practice Changes and Availability

Empathia maintains certain standards regarding the geographic accessibility of its EAP services and the distribution of network providers to ensure clients can access services within a reasonable time and distance. In order to preserve these standards and protect clients' reasonable access to services, please notify us promptly of any changes to your practice, including change of practice location, availability of office hours, or periods of time when you are unavailable to accept referrals due to practice capacity, vacation or other absences. Updates can be given by contacting Provider Relations at 1-877-844-8693 x6, emailing fieldoperations@empathia.com, or by going to the "Availability" tab on your provider portal at paperwork.empathia.com.

Empathia's standard referral process for counseling services is to offer each client one provider resource at a time. If you are not able to accept a client referral, please notify us at your earliest opportunity, and preferably within 4 hours, so we can offer the client another referral. See contact information above.

Provider Procedures for Clinical Emergencies

Empathia requires that providers inform clients of the provider's procedures for clinical emergencies.

Timeliness of Calls to Clients

Please respond to all client calls within 24 hours on business days. If you are out of the office and/or unable to return calls for a period of time, please indicate so on your voicemail.

Quality Assurance Reviews

As part of our ongoing Quality Management Program, providers will be asked at least every 2-3 years by a member of our clinical team to submit a case record for review. Once received, you will receive written feedback and will be asked to sign and return the review form, which will then be placed in your provider record. We ask for your prompt attention to these requests. We appreciate the excellent work that you do and your responsiveness to our clients.

Provider Payment

Empathia Pacific reimburses providers as soon as practical, but no later than 30 working days after the date of receipt of a completed claim. Claims are reimbursed by case number and date of service. We will provide case numbers to you at the time of referral. Case numbers are also pre-printed on reimbursement forms and must be used for billing inquiries.

Payment is made according to the information that is filled in at the “Make Check Payable to” and “Provider /Clinic Tax ID Number or SSN (Required)” sections of the reimbursement form. The information shown here must match the provider’s W-9 that is on file with Empathia. If changes to your W-9 are needed, please contact Empathia’s claims processing center at 1-877-844-8693.

Any questions about payments may also be directed to the claims processing center. Providers may also obtain information about how to file a formal claim reimbursement dispute by contacting the claims processing center.

Telehealth

Empathia reimburses providers for covered services appropriately delivered to members through telehealth modalities on the same basis and to the same extent Empathia is responsible for coverage for the same covered service if delivered in-person. Empathia reminds providers to follow all standards set forth by providers’ licensing board(s) and state and federal telehealth regulations when delivering services and to ensure services are conducted in a secure, confidential manner.

Language Assistance

Empathia maintains a language assistance program for interpretation and document translation services at no cost to EAP clients. Please call 1-877-844-8693 and ask to be connected to Empathia’s language assistance service provider for assistance with interpretation, document translation or other language assistance needs. Informational notices explaining how clients may contact Empathia, file a complaint with Empathia, and obtain assistance from the DMHC are available in non-English languages through the DMHC’s website at <http://www.dmhca.gov>.

Thank you.

Attachment: Policy No. S-00-13: Confidentiality Requirements v.20230082-3

EMPATHIA PACIFIC, INC. STANDARD PROCEDURE

Number	Revision	Effective Date	Supersedes	Prep'd By	Ck'd	Exhibit # File #	Page #
S-00-13	J	04/29/2024	I	PA	RH	Exhibit J-18 20240082-3	1 of 27

CONFIDENTIALITY REQUIREMENTS

1.0 **Purpose**

To ensure compliance by EAP providers and Empathia Pacific, Inc. staff with state and federal laws governing confidentiality of client data and records.

2.0 **Policy**

It is the policy of Empathia Pacific, Inc. to maintain the highest level of compliance with the laws and ethical principles governing the professional relationship with individual clients and client companies.

Empathia Pacific policies and procedures regarding client privacy and confidentiality are in compliance with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the California Confidentiality of Medical Information Act ("CMIA"). The Empathia Pacific Notice of Privacy Practices (Attachment A), Statement of Understanding and Consent to Participate in EAP (Attachment B), and Authorization for Disclosure of Confidential Information (separate Authorizations for treatment providers/facilities and referring managers, in cases of formal referrals (Attachments C and D) forms are in compliance with these statutes. EAP providers are required to provide the Statement of Understanding and Consent to Participate prior to providing EAP in-person counseling services to clients. In addition, providers are required to use the Authorization for Disclosure of Confidential Information forms as needed to obtain clients' informed, written consent for the disclosure and/or use of confidential information. In terms of service delivery to Empathia Pacific clients and all related administrative functions, EAP providers are required to observe state and federal guidelines and laws related to privacy and confidentiality. The Empathia Pacific Notice of Privacy Practices is offered to clients by the Helpline counselors in the initial intake call (See Attachment A.) The Notice of Privacy Practices is also available on the EAP's website, mylifematters.com, or upon a client's request in the EAP providers' offices.

State laws regarding confidentiality issues may vary and the following information is intended to be a guide. Whenever Empathia Pacific providers receive a legal request or have questions about the handling of confidential case records or client information, they are encouraged to contact the Empathia Pacific Clinical Director.

3.0 **Legal Requests for Case Records (Subpoena Duces Tecum)**

A request by an attorney or copy service for case records is subject to the usual laws governing confidentiality (i.e., informed consent by the client is required) and **does not have the same standing as a court order**. All legal requests, along with the complete case file, are to be forwarded to the Corporate Office to the attention of the Clinical Director for response.

4.0 Legal Requests for Court or Deposition Appearance

On rare occasions, EAP providers may receive a subpoena for a court appearance or deposition relative to legal action initiated by either the individual client or the client company. Empathia Pacific will provide whatever legal support and consultation is necessary and providers are encouraged to contact the Clinical Director as soon as they receive such notification.

5.0 Rules Regarding Minor Clients

5.1 The term “minor” refers to a person who has not attained the age of majority prescribed by state law. Where no such state law exists, the age of 18 is generally held to apply.

5.2 Consent to Disclosure of Information

5.2.1 Authorization to release information regarding services provided to a minor child must come from the holder of the psychotherapist-patient privilege, depending on state law.

5.3 Minor in Situation of Danger Applying For Treatment

5.3.1 EAP providers are required to know the laws in their state that relate to the treatment of minors who report high-risk situations at intake. As these laws vary from state to state, specific recommendations will not be made here; however, providers are advised to obtain clinical/legal consultation when such situations arise.

6.0 Maintenance of Client Records

Case files containing confidential client information are to be stored in a secure, locked cabinet or room. It is recommended that case files not be removed from the provider’s office or file cabinet unless absolutely necessary, and that Empathia Corporate be notified immediately if such case records leave the EAP provider’s possession at any time (e.g., if the provider’s briefcase is stolen). EAP providers are required to follow HIPAA guidelines with respect to the handling of client identifying information, records and data.

7.0 Disclosure With Client’s Consent

It is recommended that providers contact the Clinical Director whenever they receive a request for client information (unless it is a routine part of the referral procedure), even if the request is accompanied by client consent for the release.

A specific written release of information must be obtained prior to providing information to individual providers or facilities, even when such information is disclosed as part of a referral procedure and with client’s request or verbal consent (see Attachments C and D,

Authorization for Disclosure of Confidential Information). Please note that “blanket” releases (such as to “Medical Doctors”) are not acceptable and cannot be used.

EAP providers are to comply with state and federal laws, including HIPAA, regarding the disclosure of confidential information.

8.0 Prohibition on Disclosure

Whenever auxiliary information (such as a medical or psychiatric report) has been obtained and made a part of the client case file, that information or report is as protected by confidentiality requirements as any other client information in the case file.

Whenever such information is requested from the client record, it is recommended that the EAP provider refer that inquiry to the program or facility that provided the direct service. The provider should not confirm that the individual is or was, in fact, a client.

9.0 Child Abuse Reporting Law

Laws regarding the reporting of suspected child abuse victims vary from state to state, as do regulations regarding immunity for the reporting person. Providers are required to know the reporting laws in their state and are advised to obtain clinical/legal consultation when they become aware of suspected child abuse in the course of providing clinical services to EAP clients. The Empathia Pacific Clinical Director is available for questions regarding these cases.

Empathia Pacific providers in California are mandated reporters of suspected child abuse and, as per Standard Procedure S-00-35, are required to contact the Empathia Pacific Clinical Director within 24 hours of making such a report.

Mandated reporters in California are provided immunity from civil or criminal liability as a result of making a required and authorized report of known or suspected child abuse.

9.1 Reporting of “Adult Abused as Child” Cases

- 9.1.1** The Child Abuse Reporting Law is not clear in many states regarding reporting of past incidents of child abuse when the victim is now an adult. The duty to report, however, may be governed by the general intention of the Law, which is to protect a child or children. Therefore, depending on state law, it is recommended that a report be considered whenever it is known or suspected that the alleged perpetrator has current access to children (his or her own or other children in the community).

10.0 Elder Abuse

In California, EAP providers are required to report incidents of suspected elder abuse, including physical neglect or abuse, mental suffering, isolation, abandonment, abduction and financial abuse, when they become aware of this abuse or have reasonable suspicion of such abuse. The provider should contact local law enforcement or the appropriate agency in their community charged with the responsibility of protecting vulnerable older individuals.

Laws regarding the reporting of elder abuse vary from state to state and providers are advised to obtain clinical/legal consultation if they are uncertain about procedures in their particular state.

11.0 Duty to Warn

EAP providers are required to know the laws in their state that relate to the duty to warn. In California, Civil Code Section 43.92, gives immunity to therapists when the client communicates a serious threat of physical harm against a reasonably identifiable victim or victims and the therapist makes reasonable efforts to communicate the threat to the intended victim or victims and to law enforcement.

In California, there is also a “permissive duty” to warn in addition to the mandated duty described above. This permissive duty applies when a therapist has a reasonable belief that the client is a danger to him/herself (suicidal) or others (though an actual threat may not have been made). Confidential information that is disclosed in the above circumstances is limited to that information which is relevant to the protection of the intended victim(s); confidential information that is not related to the current threat of violence or to protection of the intended victim(s) is not to be revealed.

Upon determination of a “duty to warn” situation, Empathia Pacific providers are to take the necessary steps and consult with the Clinical Director as soon as possible, and within 24 hours.

Again, laws regarding “duty to warn” vary considerably from state to state and are subject to complicated and rapidly changing interpretations; therefore, recommendations will not be made here for specific procedures to follow outside of California. EAP providers are required to have knowledge about the laws in their particular state and to obtain clinical/legal consultation in these high-risk situations.

12.0 CMIA Requirements

Pursuant to the requirements of the CMIA, Empathia Pacific will not cooperate with any inquiry or investigation by or provide medical information to, any individual, agency, or department from another state or, to the extent permitted by federal law, to a federal law enforcement agency that would identify an individual and that is related to an individual seeking or obtaining an abortion or abortion-related services that are lawful under the laws of California, unless the request for medical information is authorized under Civil Code Section 56.110.

Empathia Pacific will not knowingly disclose, transmit, transfer, share or grant access to medical information in an electronic health records system or through a health information exchange that would identify an individual and that is related to an individual seeking, obtaining, providing, supporting, or aiding in the performance of an abortion that is lawful under the laws of California to any individual from another state, unless the disclosure, transmittal, transfer, sharing, or granting is authorized under any of the conditions listed in Civil Code Sections 56.110(a)(1), (2), (3) and (4).

Empathia Pacific will disclose the content of health records containing medical information specified in Civil Code Section 56.110(a) to any of the following: (a) a patient, or their personal representative, consistent with the Patient Access to Health Records Act, (b) in response to an order of a California or federal court, but only to the extent clearly stated in the order and consistent with Penal Code Section 1543, if applicable, and only if all information about the patient's identity and records are protected from public scrutiny through mechanisms, including but not limited to, a sealed proceeding or court record, and (c) when expressly required by federal law that preempts California law, but only to the extent expressly required.

EMPATHIA PACIFIC, INC.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL (MENTAL HEALTH) INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Who We Are

The services offered by "LifeMatters®", the Employee Assistance Program (EAP), are provided by the staff of Empathia Pacific, Inc. and its parent company, Empathia, Inc. and a contracted network of providers and their staff, herein after referred to as the "Empathia organization." This Notice describes the practices of all the entities and individuals who comprise the Empathia organization.

Our Legal Duty

We are required by applicable federal and state law to maintain the privacy of your health information. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), also requires us to offer you this Notice about our privacy practices, our legal duties, and your rights concerning your health information. We reserve the right to change our privacy practices and the terms of this Notice at any time, provided such changes are permitted by applicable law. If we change our privacy practices, a revised Notice will be posted on our Web site at mylifematters.com.

You may request a copy of this Notice at any this Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact us at the number listed at the end of this Notice.

Understanding Your Protected Health Information/EAP Record

Each time you visit EAP, information is collected about you and your physical and mental health. Typically, this is information about your past and/or present health or conditions and the counseling services provided to you by EAP or other treatment providers. Any health information we collect that could identify you is considered, in the law, Protected Health Information, or PHI. For EAP services, PHI usually consists of the reasons you contacted EAP, an assessment of your current situation and problems, a treatment plan, and notes about contacts we have with you and/or treatment referrals we provide, as well as how you are progressing toward problem resolution.

Uses and Disclosures of PHI by EAP

The law gives you the right to know about your PHI, specifically about how it is used and

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disclosed. When your PHI is read by persons in the Empathia organization, that is called, in the law, "use." If this information is shared with, or released to persons outside of the Empathia organization, that is called, in the law, "disclosure."

Uses With Your Consent

Prior to receiving services, you will be asked to sign a separate form, called a Statement of Understanding and Consent to Participate in Employee Assistance Services. The purpose of this consent form is to allow EAP to collect and use your PHI within the Empathia organization for treatment and health care operations, which are defined below. We need information about you and your condition in order to provide care and services to you. Therefore, you must sign the consent form before we can provide EAP services to you.

The PHI that EAP collects is used for:

Treatment - We may use your PHI to provide EAP assessment, counseling and referral services to you. For example, information that you provide over the phone when you call the EAP Help Line will be shared with the EAP Provider with whom you meet. All of the information about the EAP services provided to you is maintained in your individual EAP record.

Payment - We may use and disclose your PHI to determine eligibility or coverage for health care benefits, claims management, appropriateness of care, justification of charges, and utilization review activities including preauthorization of services, and concurrent and retrospective review of services. For example, we may use your information to authorize payment by your health plan for treatment services.

Health care operations - We may use and disclose your PHI to support our EAP business functions. These functions include, but are not limited to: operations management and general administrative activities of EAP, quality assessment and improvement, case management and review with EAP Providers, legal review, health care service coordination with our Business Associates, and grievance resolution related to client services. For example, we may use your information to review the quality of EAP services being provided to you.

Uses and Disclosures Not Requiring Consent or Authorization

The law allows us to use or disclose some of your PHI without your consent or authorization under certain conditions:

- **Appointment reminders or changes in appointments:** We may use and disclose your PHI to contact you as a reminder that you have an appointment. *If you do not wish us to contact you for appointment reminders or changes in appointment times, please provide us with alternative instructions (in writing).*
- **When disclosure is required by state, federal or local law:** We may use and disclose your PHI when a law requires that we report information about suspected child, elder or dependent adult abuse or neglect; or in response to a court order. We

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must also disclose information to authorities that monitor compliance with these privacy requirements.

- **To avoid harm:** We may use and disclose limited PHI about you when necessary to prevent or lessen a serious threat to your health or safety, or the health and safety of the public or another person. If we reasonably believe you pose a serious threat of harm to yourself, we may contact family members or others who can help protect you. If you communicate a serious threat of bodily harm to another, we will be required to notify law enforcement and the potential victim.
- **Judicial and administrative proceedings:** We may disclose your PHI in the course of a judicial or administrative proceeding in response to a legal order or other lawful process.
- **Law enforcement officials:** We may disclose your PHI to the police or other law enforcement officials as required or permitted by law or in compliance with a court order or grand jury or administrative subpoena.
- **Disclosures to relatives, close friends and other caregivers:** We may use and disclose your PHI to a family member, other relative, a close personal friend or any other person identified by you when you are present for, or otherwise available prior to, the disclosure, if we (1) obtain your agreement; (2) provide you with the opportunity to object to the disclosure and you do not object; or (3) reasonably infer that you do not object to the disclosure. If you are not present, or the opportunity to agree or object to a use or disclosure cannot practicably be provided because of your incapacity or an emergency circumstance, we may exercise our professional judgment to determine whether a disclosure is in your best interests. If we disclose information to a family member, other relative or a close personal friend, we would disclose only information that we believe is directly relevant to the person's involvement with your health care.
- **Workers compensation:** We may disclose your PHI as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illnesses.
- **As required by law:** We may use and disclose your PHI when required to do so by any other law not already referred to in the preceding categories.

Uses and Disclosures Requiring Your Authorization

If we need to use or disclose your PHI for purposes other than those described above, we need your written permission on a Release of Information form. If you give us authorization to disclose your health information, you may revoke it in writing at any time; however, such revocation will not affect information previously released. You should direct your written revocation to: Empathia Pacific, Inc., 5234 Cheseboro Rd., Suite 201, Agoura Hills, CA 91301.

Your written authorization is required for uses and disclosures of PHI for marketing purposes, and disclosures that constitute sale of PHI.

Your Individual Rights

When PHI is disclosed, we keep some records of who the information was sent to, when we sent it, what we sent, and the purpose for the disclosure. You have a right to receive an accounting of some of these disclosures. You may request an accounting by submitting your request in writing. Your request may be for disclosures made up to 6 years before the date of your request, but in no event, for disclosures made before April 14, 2003.

You have the right to request restrictions on uses or disclosures of PHI; however, we are not required to agree to such a restriction. You may request a restriction by writing. If we agree to a restriction, we will put this in writing, and will comply with the restriction unless the information is needed to provide emergency treatment to you. We cannot agree to restrictions of disclosures that are permitted or required by law. We are required to agree to prevent disclosure of your health information to a health plan for the purpose of carrying out payment or health care operations, but only if it pertains solely to a health care item or service that has been paid out-of-pocket in full.

You have the right to look at and get copies of your EAP record, with limited exceptions, for as long as the record is maintained. You must submit your request in writing. We may deny access to EAP records under certain circumstances, but in some cases, you may have this decision reviewed. You have the right to request an amendment of your EAP record for as long as the record is maintained. Your request must be in writing, and it must explain why the information should be amended. Under certain circumstances, we may deny your request. Upon request, we will provide more information about the procedures for record access and amendment.

You have the right to be notified after a breach of any of your unsecured individual health information for which we are involved.

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You have the right to request confidential communications from us in a specific form and format and/or designate an alternative mailing address, email address, or telephone number by which to receive confidential communications. Confidential communications include bills, explanation of benefits, claims, information regarding a session, or other communications containing medical information, including information relating to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, substance use disorder, gender affirming care, and intimate partner violence. We will communicate confidential information to you by contacting you at the mailing address, email address, or telephone number on file, unless otherwise directed by you.

If you would like to receive confidential communications from us in a specified form and format and/or designate an alternative mailing address, email address, or telephone number, you may submit a request for confidential communications. You can make this request by contacting the Clinical Director via email at rhauser@empathia.com or by mail at:

Empathia Pacific, Inc.
c/o Clinical Director
5234 Chesebro Road, Suite 201
Agoura Hills, CA 91301

We will acknowledge receipt of your confidential communications request and implement confidential communications requests within 7 calendar days of receipt of an electronic transmission or telephonic request or within 14 calendar days of receipt by first-class mail.

Our Obligations

Pursuant to the requirements of California Confidentiality of Medical Information Act, we will not cooperate with any inquiry or investigation by or provide medical information to, any individual, agency, or department from another state or, to the extent permitted by federal law, to a federal law enforcement agency that would identify an individual and that is related to an individual seeking or obtaining an abortion or abortion-related services that are lawful under the laws of California, unless the request for medical information is authorized under Civil Code Section 56.110.

We will not knowingly disclose, transmit, transfer, share or grant access to medical information in an electronic health records system or through a health information exchange that would identify an individual and that is related to an individual seeking, obtaining, providing, supporting, or aiding in the performance of an abortion that is lawful under the laws of California to any individual from another state, unless the disclosure, transmittal, transfer, sharing, or granting is authorized under any of the conditions listed in Civil Code Sections 56.110(a)(1), (2), (3) and (4).

We will disclose the content of health records containing medical information that would identify an individual and that is related to an individual seeking, obtaining, providing, supporting, or aiding in the performance of an abortion that is lawful under the laws of California

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to any of the following: (a) a patient, or their personal representative, consistent with the Patient Access to Health Records Act, (b) in response to an order of a California or federal court, but only to the extent clearly stated in the order and consistent with Penal Code Section 1543, if applicable, and only if all information about the patient's identity and records are protected from public scrutiny through mechanisms, including but not limited to, a sealed proceeding or court record, and (c) when expressly required by federal law that preempts California law, but only to the extent expressly required.

For More Information or to Report a Problem

If you need more information or have questions or concerns about the privacy practices described above, please speak to your EAP Provider or contact the EAP office at 1-800-367-7474. If you have a problem with how your PHI has been handled, or if you believe your privacy rights have been violated, contact our Clinical Director at the toll-free number above. You may also file a complaint in writing to the Secretary of the U.S. Department of Health and Human Services. Upon request, we will provide you with the address to file your complaint.

We support your right to the privacy of your health information. We will not penalize or in any way retaliate against you for filing a complaint with the Secretary or with us.

Empathia Pacific, Inc. • 5234 Cheseboro Road, Suite 201 • Agoura Hills, CA 91301
Phone: 800/367-7474 • Fax: 818/707-0496
mylifematters.com

EMPATHIA PACIFIC, INC

NOTICIA DE POLÍTICAS DE PRIVACIDAD

ESTE AVISO DESCRIBE CÓMO PUEDE USARSE Y REVELARSE SU INFORMACIÓN MÉDICA (DE SALUD MENTAL) Y CÓMO PUEDE OBTENER ACCESO A ESTA INFORMACIÓN. REVÍSELO DETENIDAMENTE.

Quiénes somos

Los servicios ofrecidos por “LifeMatters®” el Programa de Asistencia al Empleado (PAE), son proporcionados por el personal de Empathia Pacific, Inc. y/o su compañía matriz, Empathia, Inc. en colaboración con una red de consultores contratados y su personal, a quienes en lo sucesivo nos referiremos como la “organización Empathia”. Esta Noticia describe las políticas de todas las entidades e individuos que conforman la organización Empathia.

Nuestro deber legal

Las leyes federales y estatales aplicables nos obligan a mantener la privacidad de su información de salud. La Ley de Portabilidad y Responsabilidad del Seguro de Salud (Health Insurance Portability and Accountability Act, HIPAA) de 1996 también nos obliga a ofrecerle este Aviso sobre nuestras políticas de privacidad, nuestros deberes legales y sus derechos con respecto a su información de salud. Nos reservamos el derecho de cambiar nuestras políticas de privacidad y los términos de este Aviso en cualquier momento siempre y cuando tales cambios sean permitidos por la ley aplicable. En caso de que cambiásemos nuestras políticas de privacidad, pondremos un Aviso actualizado en nuestra página web mylifematters.com.

Puede pedir una copia impresa de esta Noticia en cualquier momento. Para más información sobre políticas de privacidad o para pedir más copias sobre la Noticia, por favor contáctenos al número que se encuentra al final de este documento.

Entienda que constituye información de salud protegida o historial de EAP

Cada vez que usted asiste a una cita a través del PAE, la información sobre usted y su salud física y mental es anotada. Normalmente esto incluye información sobre condiciones que afectan su salud actual y pasada y sobre los servicios de consejería recibidos del PAE u otro. Cualquier información de salud que obtengamos y pueda identificarlo se considera, por ley, información de salud protegida o PHI (por sus siglas en inglés). En cuanto al servicio de PAE, esta información médica protegida incluye las razones por las cuales nos contactó, la evaluación de su situación o problemas actuales, el tratamiento a seguir y notas sobre contactos que hayamos tenido con usted y/o con otros a quienes le recomendamos, al igual que el progreso que ha habido hacia la resolución.

Usos y Revelaciones de información de salud protegida por el PAE

La ley le da el derecho a conocer su información de salud protegida que se haya recogido sobre usted, específicamente sobre cómo se usa o se revela a otros. Cuando alguien de la organización

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Empathia lee esta información de salud protegida, eso se llama en la ley “uso”. Si esta información es compartida con alguien o revelada a otros fuera de la organización Empathia, se llama “revelación”.

Usos con su consentimiento

Antes de recibir nuestros servicios se le pedirá que firme una forma separada llamada la Declaración de Entendimiento y el Consentimiento para participar en los Servicios de Asistencia al Empleado. El propósito de este permiso es permitirle al PAE recoger y usar esta información de salud protegida dentro de la organización Empathia con el fin de otorgar tratamiento y cuidados según lo definido a continuación. Con el fin de ofrecerle nuestros servicios, necesitamos información sobre usted y su condición. Por consiguiente, debe firmar este consentimiento antes de recibir nuestros servicios de PAE.

La información de salud protegida que el PAE recoge es usada para:

Tratamiento – Podemos usar esta información de salud protegida para llevar a cabo los servicios de evaluación, consejería y recomendaciones a terceros. Por ejemplo, la información que usted nos proporcione en el teléfono al llamar a nuestra Línea de ayuda del PAE será compartida con el consultor con el cual se va a reunir. Toda la información sobre los servicios de PAE se mantendrá en su historial individual.

Pagos – Podemos usar y revelar su información de salud protegida para determinar la elegibilidad para recibir beneficios de atención de la salud o su cobertura, gestión de reclamos, idoneidad de la atención, justificación de cargos y actividades de revisión del uso, como preautorización de servicios, así como para la revisión simultánea y retrospectiva de los servicios. Por ejemplo, podemos usar su información para autorizar el pago de servicios de tratamiento por parte de su plan de salud.

Operaciones de atención de la salud – Podemos usar y revelar su información de salud protegida en apoyo de nuestras funciones comerciales del Programa de asistencia al empleado (PAE). Estas funciones incluyen a título ilustrativo: operaciones de gestión y actividades administrativas generales del PAE, evaluación y mejora de la calidad, gestión de casos y revisión con proveedores del PAE, revisión legal, coordinación de los servicios de atención de la salud con nuestros asociados comerciales y resolución de quejas relacionadas con los servicios a los clientes. Por ejemplo, podemos usar su información para revisar la calidad de los servicios del PAE que se le proporcionan.

Usos y revelaciones que no requieren Consentimiento

La ley nos permite usar y revelar alguna de su información de salud protegida sin su consentimiento o autorización bajo las siguientes circunstancias:

- **Recordatorio de citas o cambios a las mismas:** Podemos usar y revelar su información de salud protegida para contactarle a fin de recordarle que tiene una cita. *Si usted no desea que lo contactemos para recordarlo de citas o informarle de cambios en las mismas, dénos otras instrucciones (por escrito).*

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- **Cuando la ley estatal, federal o local requiere que se divulgue la información:** Como es el caso cuando la ley requiere que se informe de cualquier sospecha de abuso o negligencia de menores, de ancianos o de adultos dependientes o en respuesta a una orden de la corte. También debemos divulgar información a las autoridades que controlan el seguimiento de estos requisitos de privacidad.
- **Para evitar perjuicios:** Podemos dar información de salud protegida limitada cuando sea necesario para prevenir o disminuir una amenaza seria a la salud o el bienestar propios, del público o de un tercero. Si tenemos la creencia racional de que su vida está seriamente amenazada, nos pondremos en contacto con su familia u otros que puedan ayudar a protegerlo. Si ud. nos comunica de una seria amenaza de daño corporal a un tercero, la ley nos exige que notifiquemos a las autoridades y a la posible víctima.
- **Procedimientos judiciales y administrativos:** Es posible que tengamos que divulgar información de salud protegida suya en el curso de un procedimiento judicial o administrativo en respuesta a una orden u otro proceso legal.
- **Oficiales de cumplimiento de la ley:** Es posible que divulguemos su información de salud protegida a la policía o a otros oficiales de cumplimiento de la ley según lo requerido o permitido por la ley, o de acuerdo con una orden de la corte o de una gran jurado, o una citación administrativa.
- **Divulgación a parientes, amigos próximos y otros cuidadores:** Es posible que usemos y revelemos su información de salud protegida a un miembro de la familia, otro pariente, un amigo cercano o cualquier otra persona identificada por usted personalmente o de otra manera disponible antes de tal revelación si: (1) obtenemos su acuerdo; (2) le hemos dado la oportunidad de presentar objeción y no lo ha hecho; ó (3) inferimos que razonablemente usted no tiene objeción a tal revelación. Si usted no está presente o la oportunidad de estar de acuerdo o de poner objeción no puede ser otorgada por razones de incapacidad o situaciones de emergencia, ejercitaremos nuestro juicio profesional para determinar si divulgar información es o no lo mejor para usted. En el caso de dar información a un pariente o amigo cercano, solo divulgaremos la información que sea directamente relevante a esa persona de acuerdo con el cuidado de su salud.
- **Compensación a los trabajadores:** Podemos divulgar su información de salud protegida según lo autorizado y al grado necesario para cumplir con las leyes relacionadas con compensación de trabajadores u otros programas similares que provean beneficios por heridas o enfermedades relacionadas con el trabajo.
- **Según lo requerido por la ley:** Podemos usar y divulgar su información de salud protegida cuando así no lo exija cualquier otra ley a la que no nos hayamos referido todavía en las categorías anteriores.

Usos y revelaciones que requieren su autorización

Si necesitamos usar o revelar su información de salud protegida para otros propósitos distintos a los descritos anteriormente, debemos obtener su permiso por escrito mediante el formulario de Divulgación de información. Si nos da autorización para revelar su información de salud, puede revocarla por escrito en cualquier momento; sin embargo, dicha revocación no afectará la información revelada con anterioridad. Debería enviar su revocación por escrito a: Empathia Pacific, Inc., 5234 Cheseboro Rd., Suite 201, Agoura Hills, CA 91301.

Se requiere su autorización por escrito para usar y revelar la información de salud protegida para propósitos de marketing, así como para divulgaciones que constituyan la venta de información de salud protegida.

Sus Derechos Individuales

Cada vez que divulgamos información de salud protegida suya, dejamos constancia de a quién, cuándo, qué y con qué propósito se hizo. Ud. tiene derecho a recibir un informe de estas divulgaciones. Puede pedirlos mediante un documento escrito. Su pedido puede ser por divulgaciones de hasta 6 años antes de la fecha de petición, pero en ningún caso para revelaciones hechas antes del 14 de abril, 2003.

Tiene derecho a solicitar restricciones en los usos o divulgaciones de la información de salud protegida; sin embargo, no tenemos obligación de aceptar dichas restricciones. Puede solicitar una restricción por escrito. Si aceptamos una restricción, lo comunicaremos por escrito, y cumpliremos la restricción a menos que la información sea necesaria para brindarle tratamiento de emergencia a usted. No podemos aceptar restricciones de divulgaciones que estén permitidas o exigidas por ley. Estamos obligados a aceptar evitar la divulgación de su información de salud a un plan de salud con el propósito de realizar pagos u operaciones de atención de la salud, pero solo si se refiere exclusivamente a un elemento o servicio de atención de la salud que ha sido pagado por completo de su bolsillo.

Ud. tiene el derecho a mirar y obtener copias de su historial de PAE, con excepciones limitadas por tanto tiempo como el historial sea mantenido. Debe hacer su petición por escrito. Bajo ciertas circunstancias podemos negarle el acceso a su historial, pero en la mayoría de los casos, puede pedir una revisión de esta decisión. Ud. tiene derecho a pedir un cambio en su historial de PAE durante la vida del mismo. Su petición debe ser por escrito y debe especificar por qué desea que se haga ese cambio. Bajo ciertas circunstancias podemos rechazar su petición. Si nos lo pide, le daremos más información sobre los procedimientos para acceder a su historial o modificarlo.

Tiene derecho a recibir aviso de cualquier incumplimiento relacionado con cualquier información de salud individual no segura en el que participemos nosotros.

Usted tiene derecho a solicitar comunicaciones confidenciales de nuestra parte en una forma y un formato específicos y/o designar una dirección postal, una dirección de correo electrónico o un número de teléfono alternativos por los cuales desea recibir las comunicaciones confidenciales. Las comunicaciones confidenciales incluyen facturas, explicación de beneficios, reclamaciones, información concerniente a una sesión u otras comunicaciones que contengan información médica, que incluye información relativa a salud mental o conductual, salud sexual y reproductiva, infecciones de transmisión sexual, trastorno por consumo de sustancias, atención para reasignación de sexo y violencia de pareja. Para comunicarle información confidencial, nos pondremos en contacto con usted en la dirección postal, la dirección de correo electrónico o el número de teléfono que tengamos registrados.

Si desea recibir comunicaciones confidenciales de nuestra parte en una forma y un formato específicos y/o designar una dirección postal, una dirección de correo electrónico o un número de teléfono alternativos, puede enviar una solicitud de comunicaciones confidenciales. Para hacer esta solicitud, comuníquese con el Director Clínico por correo electrónico a rhauser@empathia.com o por correo postal a:

Empathia Pacific, Inc.
c/o Clinical Director
5234 Chesebro Road, Suite 201
Agoura Hills, CA 91301

Acusaremos recibo de su solicitud de comunicaciones confidenciales e implementaremos las solicitudes de comunicaciones confidenciales en un plazo de 7 días calendario desde la recepción de una solicitud telefónica o por transmisión electrónica o en un plazo de 14 días calendario desde la recepción de un correo de primera clase.

Nuestras obligaciones

De conformidad con los requisitos de la Ley de Confidencialidad de la Información Médica de California (California Confidentiality of Medical Information Act), no cooperaremos con ninguna indagación o investigación realizada por ninguna persona, agencia o departamento de otro estado, ni les proporcionaremos información médica. En la medida permitida por la ley federal, tampoco brindaremos información médica a un agencia federal de aplicación de la ley que pudiera identificar a una persona y que esté relacionada con alguien que solicite un aborto o se someta a él o reciba servicios relacionados con el aborto que son legales según las leyes de California, a menos que la solicitud de información médica esté autorizada según el artículo 56.110 del Código Civil.

No revelaremos, transmitiremos, transferiremos, compartiremos ni otorgaremos acceso deliberadamente a información médica que se encuentre en un sistema de expedientes médicos electrónicos o mediante un intercambio de información de salud que pudiera identificar a una persona y que esté relacionada con alguien que solicita un aborto legal según las leyes de California, se somete a él, lo lleva a cabo, brinda apoyo o colabora en su realización a ninguna persona de otro estado, a menos que la revelación, transmisión, transferencia, intercambio u

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otorgamiento de acceso esté autorizado en alguna de las condiciones enumeradas en los artículos 56.110(a)(1), (2), (3) y (4) del Código Civil.

Revelaremos el contenido de los expedientes médicos que contengan información médica que pudiera identificar a una persona y que esté relacionada con alguien que solicita un aborto legal según las leyes de California, se somete a él, lo lleva a cabo, brinda apoyo o colabora en su realización a cualquiera de los siguientes y en cualquiera de estos casos: (a) un paciente, o su representante personal, de conformidad con la Ley de Acceso del Paciente a los Registros Médicos (Patient Access to Health Records Act); (b) en respuesta a una orden de un tribunal federal o de California, pero solo en la medida claramente establecida en la orden y de conformidad con el artículo 1543 del Código Penal, si corresponde, y solo si toda la información sobre la identidad y los expedientes del paciente están protegidos del escrutinio público a través de mecanismos, que incluyen, entre otros, un procedimiento o un registro judicial sellado; y (c) cuando lo requiera de forma expresa la ley federal que prevalece sobre la ley de California, pero solo en la medida requerida explícitamente.

Para más información o para informarnos sobre un problema

Si usted desea más información o tiene preguntas o inquietudes sobre las políticas de privacidad aquí descritas, por favor hable con su consultor del PAE o contacte nuestra oficina al 1-800-367-7474. Si usted tiene un problema con el manejo de su información de salud protegida o si cree que sus derechos de privacidad han sido violados, por favor contacte a la Directora Clínica al teléfono gratis dado anteriormente. También puede enviarnos una queja por escrito a la Secretaría del Departamento de Salud y Servicios Humanos de los E.E.U.U. Si lo desea le proporcionaremos la dirección para enviar esta queja.

Apoyamos su derecho a la privacidad de su información de salud. Por lo tanto no será de ninguna manera penalizado ni recibirá represalias por enviar una queja a la Secretaría o a nuestra Compañía.

Empathia Pacific, Inc. • 5234 Chesebro Road, Suite 201 • Agoura Hills, CA 91301
Teléfono: 800/367-7474 • Fax: 818/707-0496
mylifematters.com

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EMPATHIA

STATEMENT OF UNDERSTANDING AND CONSENT TO PARTICIPATE

LifeMatters® Employee Assistance Program by Empathia

Welcome to the LifeMatters Employee Assistance Program by Empathia, hereafter referred to as "LifeMatters." Please take a few minutes to read these guidelines and ask your EAP provider to clarify anything you do not understand.

WHO WE ARE:

The services offered by LifeMatters are provided by the staff of Empathia Pacific, Inc. and its parent company, Empathia, Inc. and a contracted network of providers and their staff, hereafter referred to as the "Empathia organization."

VOLUNTARY PARTICIPATION:

The decision to receive services from LifeMatters is strictly voluntary even though family members, supervisors, co-workers, human resources/personnel, medical staff and/or other health care professionals sometimes refer clients/enrollees to the program.

OUR SERVICES:

All services provided by LifeMatters are at no cost to you or your eligible family members. Members accessing our services will be treated with dignity and respect, regardless of race, creed, religion, disability, and sexual or affectional orientation. The LifeMatters contract with your employer allows a specific number of sessions; however, the number of sessions necessary to assist you is a clinical decision that will be made by your EAP provider. In order to retain your full eligibility for LifeMatters sessions, cancellations of appointments must be made 24 hours in advance.

The services offered by LifeMatters include problem assessment, short-term counseling, coaching, referral and follow-up. Formal medical diagnoses or on-going treatment services are not provided. LifeMatters services may include referral to independent resources for on-going assistance. LifeMatters receives no financial incentive for making on-going treatment referrals. If a referral is made, LifeMatters will usually provide two or three resource options; the final choice will be your responsibility. This referral will be made in consideration of our assessment of your needs. LifeMatters receives no reimbursement from any referral source. If a referral for on-going treatment services is required, your EAP provider will discuss your insurance benefits and ability to pay with you. However, you are responsible for final verification of insurance coverage and any co-payments or charges not covered by your insurance.

If you are dissatisfied with LifeMatters services you receive, please file a grievance by calling the EAP or accessing the 'Grievance Form' at mylifematters.com.

COMPLIANCE WITH ORGANIZATIONAL STANDARDS:

If you are an employee of the organization that is contracted with Empathia for LifeMatters services, you will not receive any special privileges or exceptions to work rules or performance standards by participating in LifeMatters services.

Participation in LifeMatters does not prevent management from following your employer's disciplinary policies and procedures regarding unacceptable employee work performance or behavior, nor does it prevent you from following your employer's personnel policies and procedures.

CONFIDENTIALITY/ACCESS TO PRIVILEGED INFORMATION:

Confidential communications include bills, explanation of benefits, claims, information regarding a session, or other communications containing medical information, including information relating to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, substance use disorder, gender affirming care, and intimate partner violence. LifeMatters will communicate confidential information to you by contacting you at the mailing address, email address, or telephone number on file, unless otherwise directed by you. If you would like to receive confidential communications from LifeMatters in a specific form and format and/or designate an alternative mailing address, email address, or telephone number, you may submit a request for confidential communications. You can make this request by contacting the Clinical Director via email at rhauser@empathia.com or by mail at:

Empathia Pacific, Inc.
c/o Clinical Director
5234 Chesebro Road, Suite 201
Agoura Hills, CA 91301

LifeMatters will acknowledge receipt of your confidential communications request and implement confidential communications requests within 7 calendar days of receipt of an electronic transmission or telephonic request or within 14 calendar days of receipt by first-class mail.

All case records and information about clinical services provided to you by LifeMatters will be maintained in accordance with state and federal law and, for enrollees in California covered by the Knox-Keene Health Care Service Plan Act of 1975, the provisions of §1364.5 of the Knox-Keene Act of 1975, as amended, and California Assembly Bill 715, as amended. For purposes such as record maintenance and quality assurance, all case records are the property of Empathia and, as such, are fully protected by confidentiality laws. The LifeMatters Notice of Privacy Practices provides a description of our treatment, payment and health care operations, the uses and disclosures we may make of your protected health information, and other important matters about your protected health information. You may request a paper copy of the Notice of Privacy Practices at any time by calling LifeMatters, or find it on our website at mylifematters.com.

Specific information obtained from your case record will not be released to any party without your written consent, except as outlined in the Notice of Privacy Practices and under the following conditions:

- If the Empathia organization is under court order or subpoena compelling disclosure;

- If the Empathia organization believes that the disclosure is necessary to avoid a serious threat to your health or safety, or the health and safety of the public or another person;
- If the Empathia organization has reason to believe that a child or dependent adult or elder has been subject to abuse or neglect;
- As otherwise required by law or review by state regulatory agencies.

If you are or have been processed for a government security clearance, LifeMatters recommends that you familiarize yourself with the disclosure agreements of the Department of Investigative Services (DIS) or your employer's security policy. If you inform LifeMatters that you have a government security clearance and LifeMatters has reason to believe that you are engaging in unsafe behaviors that may constitute a threat to national security, LifeMatters may be required to notify your employer's designated security representative.

I HAVE READ THIS FORM AND UNDERSTAND ITS CONTENTS. ANY AREAS OF CONCERN HAVE BEEN DISCUSSED WITH MY EAP PROVIDER. I AGREE TO PARTICIPATE IN THE LIFEMATTERS PROGRAM.

Client/Enrollee Name (Printed): _____

Client/Enrollee Signature: _____ Date: _____

EAP Provider's Signature: _____ Date: _____

EMPATHIA

DECLARACIÓN DE COMPRENSIÓN Y CONSENTIMIENTO PARA PARTICIPAR **Programa de Asistencia al Empleado LifeMatters® de Empathia**

Bienvenido al Programa de Asistencia al Empleado LifeMatters de Empathia, al que en lo sucesivo se hace referencia como "LifeMatters." Dedique unos minutos para leer estas pautas y pídale al proveedor del PAE que le aclare cualquier cosa que no comprenda.

QUIÉNES SOMOS:

Los servicios ofrecidos por LifeMatters los proporcionan el personal de Empathia Pacific, Inc. y su compañía matriz, Empathia, Inc. y una red de prestadores contratados y su personal, a quienes en lo sucesivo se hace referencia como la "organización Empathia".

PARTICIPACIÓN VOLUNTARIA:

La decisión de recibir servicios de LifeMatters es estrictamente voluntaria, aunque los familiares, los supervisores, los compañeros de trabajo, el personal/recursos humanos, el personal médico y otros profesionales de la salud a veces refieren a los clientes/los inscritos al programa.

NUESTROS SERVICIOS:

Los servicios que proporciona LifeMatters no tienen ningún costo para usted ni para sus familiares elegibles. Los miembros que acceden a nuestros servicios reciben tratamiento con dignidad y respeto, independientemente de la raza, el credo, la religión, la discapacidad y la orientación sexual o sentimental. El contrato de LifeMatters con su empleador le permite una cantidad específica de sesiones; sin embargo, el número de sesiones que requiere su asistencia es una decisión clínica que tomará el proveedor del PAE (Programa de asistencia al empleado). Para conservar su elegibilidad completa para las sesiones de LifeMatters, las cancelaciones de las citas deben realizarse con 24 horas de anticipación.

Los servicios que ofrece LifeMatters incluyen la evaluación del problema, asesoramiento a corto plazo, capacitación, referencia y seguimiento. No se proporcionan diagnósticos médicos formales ni servicios de tratamientos permanentes. Los servicios de LifeMatters pueden incluir la referencia a otros recursos para asistencia permanente. LifeMatters no recibe ningún incentivo financiero por hacer las referencias para asistencia permanente. Si se realiza una referencia, LifeMatters generalmente ofrece dos o tres opciones. La elección final será responsabilidad suya. Esta referencia se realizará teniendo en cuenta nuestra evaluación de sus necesidades. LifeMatters no recibe ningún reembolso de ninguna fuente a la que se haga una referencia. Si se requiere una referencia para un tratamiento permanente, su proveedor de PAE analizará sus beneficios de seguro y su capacidad para pagar. Sin embargo, usted es responsable de la verificación final de la cobertura de seguro y de cualquier copago o costo que su seguro no cubra.

Si no está satisfecho con los servicios de LifeMatters que recibe, presente una queja llamando al PAE o llenando el 'Formulario de quejas' en mylifematters.com.

CUMPLIMIENTO CON LOS ESTÁNDARES DE ORGANIZACIÓN:

Si es empleado de la organización contratada por Empathia para los servicios de LifeMatters, no recibirá ningún privilegio especial o excepción en las normas de trabajo o en los estándares de cumplimiento al participar en los servicios de LifeMatters.

La participación en LifeMatters no evita que la gerencia siga las políticas disciplinarias del empleador y los procedimientos sobre desempeño inaceptable del empleado en su trabajo o en su conducta, ni evita que usted siga las políticas y los procedimientos para el personal del empleador.

CONFIDENCIALIDAD/ACCESO A LA INFORMACIÓN CONFIDENCIAL:

Las comunicaciones confidenciales incluyen facturas, explicación de beneficios, reclamaciones, información concerniente a una sesión u otras comunicaciones que contengan información médica, que incluye información relativa a salud mental o conductual, salud sexual y reproductiva, infecciones de transmisión sexual, trastorno por consumo de sustancias, atención para reasignación de sexo y violencia de pareja. Para comunicarle información confidencial, LifeMatters se pondrá en contacto con usted en la dirección postal, la dirección de correo electrónico o el número de teléfono que tengamos registrados. Si desea recibir comunicaciones confidenciales de LifeMatters en una forma y un formato específicos y/o designar una dirección postal, una dirección de correo electrónico o un número de teléfono alternativos, puede enviar una solicitud de comunicaciones confidenciales. Para hacer esta solicitud, comuníquese con el Director Clínico por correo electrónico a rhauser@empathia.com o por correo postal a:

Empathia Pacific, Inc.
c/o Clinical Director
5234 Chesebro Road, Suite 201
Agoura Hills, CA 91301

LifeMatters acusará recibo de su solicitud de comunicaciones confidenciales e implementará las solicitudes de comunicaciones confidenciales en un plazo de 7 días calendario desde la recepción de una solicitud telefónica o por transmisión electrónica o en un plazo de 14 días calendario desde la recepción de un correo de primera clase.

Todos los expedientes de casos y la información sobre servicios clínicos que le proporcione LifeMatters se mantendrán confidenciales según las leyes estatales y federales y, para las personas que se inscriban en California según la Ley del Plan de Servicios Médicos Knox-Keene de 1975, las disposiciones del artículo §1364.5 de la Ley Knox-Keene de 1975, según enmienda, y el Proyecto de ley 715 de la Asamblea de California, según enmienda. Con fines tales como la conservación de los expedientes y el control de la calidad, todos los expedientes de los casos son propiedad de Empathia y, como tales, están completamente protegidos por leyes de confidencialidad. El Aviso de prácticas de privacidad de LifeMatters proporciona una descripción de nuestras operaciones de tratamiento, pago y atención de la salud, los usos y divulgaciones que podemos hacer de su información médica protegida y otros asuntos importantes de su información médica protegida. Puede pedir una copia impresa del Aviso de

prácticas de privacidad en cualquier momento llamando a LifeMatters, o buscarla en nuestra página web en mylifematters.com.

La información específica que se obtenga del expediente de su caso no se divulgará a ningún tercero sin su consentimiento por escrito, excepto según se mencione en el Aviso de prácticas de privacidad y bajo las siguientes circunstancias:

- Si la organización Empathia se ve obligada a divulgar información por una orden o citación judicial.
- Si la organización Empathia cree que la divulgación es necesaria para evitar una amenaza grave para su salud o su seguridad, o la salud y la seguridad del público o de otra persona.
- Si la organización Empathia tiene motivos para creer que un niño o un adulto dependiente o un anciano han sido víctimas de abuso o descuido.
- Si lo requiere la ley o la revisión por parte de organismos reguladores estatales.

Si está siendo procesado (o lo ha sido) por violar una autorización de seguridad del gobierno, LifeMatters recomienda que usted se familiarice con los acuerdos sobre divulgación del Departamento de Servicios de Investigación (*Department of Investigative Services*, DIS) o la póliza de seguridad del empleador. Si informa a LifeMatters que usted tiene una autorización de seguridad del gobierno y LifeMatters tiene motivos para creer que usted está involucrado en conductas que no son seguras y pueden constituir una amenaza para la seguridad nacional, se le puede pedir al PAE que notifique al representante de seguridad designado de su empleador.

HE LEÍDO ESTE FORMULARIO Y COMPRENDO SU CONTENIDO. HE ANALIZADO LOS TEMAS DE PREOCUPACIÓN CON MI PROVEEDOR DE PAE. ACEPTO PARTICIPAR EN EL PROGRAMA LIFEMATTERS.

Nombre del cliente/persona inscrita (en letra de imprenta): _____

Firma del cliente/persona inscrita: _____ Fecha: _____

Firma del proveedor del PAE: _____ Fecha: _____

EMPATHIA

AUTHORIZATION FOR DISCLOSURE OF CONFIDENTIAL INFORMATION EMPLOYEE ASSISTANCE PROGRAM

By completing this form, you are authorizing the disclosure and/or use of individually identifiable health information, as outlined below, consistent with California and Federal law concerning the privacy of such information. All information requested (by "blank" lines) must be provided for this Authorization to be valid.

I, _____ DOB: _____ hereby authorize Empathia Pacific, Inc. and/or its parent company, Empathia, Inc. (in either case, the "EAP") to release any and all information in my EAP case record, including job performance information, diagnosis, treatment plan and services received to _____ (treatment provider). I also authorize _____ (treatment provider) to release any and all information from the evaluation/treatment of me to the EAP. Such disclosure/exchange of information is for the purpose of _____.

This Authorization becomes effective on the date of my signature below and is in effect for one year. A facsimile or photocopy of this Authorization is as valid as the original.

Please note: If you have authorized the disclosure of your mental health information to someone who is not legally required to keep it confidential, it may be re-disclosed and may no longer be protected. California law prohibits recipients of your health information from re-disclosing such information except with your written authorization or as specifically required or permitted by law.

Your rights:

- You may refuse to sign this Authorization.
- You may revoke this Authorization at any time by signing the area below. You may also revoke this Authorization by delivering your revocation in writing to the EAP, Attn: Clinical Director at the following address: 5234 Chesebro Road, Suite 201, Agoura Hills, CA 91301. Your revocation will be effective when received by the EAP. However, this revocation will not extend to information that was already obtained or released (used or disclosed) prior to the revocation.
- You have the right to receive a copy of this Authorization.
- You may inspect or obtain a copy of the mental health information that you are being asked to disclose or allow to be used, within the limits of California and Federal laws.
- Neither treatment, payment, enrollment nor eligibility for benefits will be conditioned on your providing or refusing to provide this Authorization.

I hereby relieve and release Empathia Pacific, Inc., Empathia, Inc., and their respective agents and representatives, from any and all damages, claims and causes of action arising out of, or in connection with, any release of this information.

Client Name (Printed)	Date	Client Signature
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To revoke authorization only:

Authorization revoked: _____ (date)

Signature of client

EMPATHIA

AUTORIZACIÓN PARA LA DIVULGACIÓN DE INFORMACIÓN CONFIDENCIAL PROGRAMA DE ASISTENCIA AL EMPLEADO (EAP, por sus siglas en inglés)

Al completar este formulario, usted está autorizando la divulgación o el uso de información médica que pueda identificarlo, como se describió con anterioridad, conforme a la ley federal y a la ley de California concernientes a la privacidad de esta información. Debe proporcionarse toda la información solicitada (en las líneas "en blanco") para que esta autorización sea válida.

Yo, _____ Fecha de nacimiento: _____ autorizo por la presente a Empathia Pacific, Inc. y/o su compañía matriz, Empathia, Inc. (en cualquier caso, el "EAP") a divulgar toda y cualquier información de mi registro del caso del EAP, incluida información sobre rendimiento laboral, diagnóstico, plan de tratamiento y servicios recibidos a _____ (proveedor del tratamiento). También autorizo a _____ (proveedor del tratamiento) a divulgar toda y cualquier información de mi evaluación y tratamiento al EAP. Esta divulgación o intercambio de información se realiza con el propósito de _____.

Esta autorización entra en vigencia el día de la fecha de mi firma que aparece a continuación y tiene validez por un año. Un fax o fotocopia de esta autorización tiene la misma validez que el original.

Tenga en cuenta que: Si usted ha autorizado la divulgación de la información sobre su salud mental a alguien que no tenga la obligación legal de guardar su confidencialidad, es posible que la información pueda volver a divulgarse o que ya no esté protegida. La ley de California prohíbe a quienes reciben información médica volver a divulgar esa información, excepto con su autorización escrita o según lo permita o requiera específicamente la ley.

Sus derechos:

- Usted puede negarse a firmar esta autorización.
- Usted puede revocar esta autorización en cualquier momento firmando la parte correspondiente que aparece a continuación: Usted también puede revocar esta autorización enviando su revocación por escrito al EAP, At. Sr. Director Clínico a la siguiente dirección: 5234 Chesebro Rd., Suite 201, Agoura Hills, CA 91301. Su revocación entrará en vigencia cuando sea recibida por el EAP. Sin embargo, esta revocación no se extenderá a la información que ya se haya obtenido o divulgado (usada o divulgada) antes de la revocación.
- Usted tiene derecho a recibir una copia de esta autorización.
- Usted puede inspeccionar u obtener una copia de la información sobre salud mental cuya divulgación o permiso de uso se le está solicitando, dentro de los límites de la ley federal y de la ley de California.
- Su decisión de dar o no esta autorización no afectará al tratamiento, pago, inscripción ni elegibilidad para obtener beneficios.

Por la presente, eximo y libero a Empathia Pacific, Inc., Empathia, Inc., y sus respectivos agentes y representantes de todo y cualquier daño, reclamo y causa de acción que pudiera surgir de la divulgación de esta información o en conexión con ella.

Nombre del cliente (en letra de molde)	Fecha	Firma del cliente
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Solamente para revocar la autorización:

Autorización revocada: _____ (fecha)

Firma del cliente

EMPATHIA

AUTHORIZATION FOR DISCLOSURE OF CONFIDENTIAL INFORMATION EMPLOYEE ASSISTANCE PROGRAM

FOR MANAGEMENT REFERRALS ONLY

By completing this form, you are authorizing the disclosure and/or use of individually identifiable health information, as outlined below, consistent with California and Federal law concerning the privacy of such information. All information requested must be provided for this Authorization to be valid.

I, _____ DOB: _____
hereby authorize Empathia Pacific, Inc. and/or its parent company, Empathia, Inc. (in either case, the "EAP") to release compliance information as specified below from my EAP case record to referring supervisor or manager _____.

Such disclosure of information is for the purpose of confirming that I am/am not following EAP recommendations. The compliance information to be released is limited to the following:

- If I have made contact with the EAP.
- Whether or not I am fully cooperating with EAP recommendations.
- If I have a safety-sensitive job position, whether or not my ability to fulfill those duties is impaired.
- If possible, when the referring supervisor/manager may expect to see an improvement in job performance.

I understand that the EAP is not responsible for confidential or personal information that I have provided to co-workers, my supervisor, or employer.

This Authorization becomes effective on the date of my signature below and is in effect for one year. A facsimile or photocopy of this Authorization is as valid as the original.

Please note: If you have authorized the disclosure of your compliance information to someone who is not legally required to keep it confidential, it may be re-disclosed and may no longer be protected. California law prohibits recipients of your health information from re-disclosing such information except with your written authorization or as specifically required or permitted by law.

Your rights:

- You may refuse to sign this Authorization.
- You may revoke this Authorization at any time by signing the area below. You may also revoke this Authorization by delivering your revocation in writing to the EAP, Attn: Clinical Director at the following address: 5234 Chesebro Road, Suite 201, Agoura Hills, CA 91301. Your revocation will be effective when received by the EAP. However, this revocation will not extend to information that was already obtained or released (used or disclosed) prior to the revocation.
- You have the right to receive a copy of this Authorization.
- You may inspect or obtain a copy of the mental health information that you are being asked to disclose or allow to be used, within the limits of California and Federal laws.
- Neither treatment, payment, enrollment nor eligibility for benefits will be conditioned on your providing or refusing to provide this Authorization. Refusing to provide this Authorization may result in the referring supervisor/manager being informed of your non-compliance with the formal management referral.

I hereby relieve and release Empathia Pacific, Inc. and/or its parent company, Empathia, Inc., and their respective agents and representatives, from any and all damages, claims and causes of action arising out of, or in connection with, any release of this information.

Client Name (printed)

Date

Signature

To revoke authorization only:

Authorization revoked: _____ (date)

Signature of client