



## Terms and Conditions for Telehealth Services

Telehealth is healthcare provided by any means other than a face-to-face visit. In telehealth services, medical and mental health information is used for diagnosis, consultation, treatment, therapy, follow-up, and education. Health information is exchanged interactively from one site to another through electronic communications. Telephone consultation, videoconferencing, transmission of still images, e-health technologies, patient portals, and remote patient monitoring are all considered telehealth services.

You understand that by checking the "agree" box for these Terms & Acknowledgements and/or any other forms presented to you on the NeuroSpa website you are agreeing to these Terms and that such action constitutes a legal signature.

### Terms and Acknowledgements:

- I understand that telehealth involves the communication of my medical/mental health information in an electronic or technology-assisted format.
- I understand that I may opt out of the telehealth visit at any time. This will not change my ability to receive future care at this office.
- I understand that telehealth billing is conducted in the same manner as a regular office visit.
- I understand that all electronic medical communications carry some level of risk. While the likelihood of risks associated with the use of telehealth in a secure environment is reduced, the risks are nonetheless real and important to understand. These risks include but are not limited to:
  - *It is easier for electronic communication to be forwarded, intercepted, or even changed without my knowledge and despite taking reasonable measures.*
  - *Electronic systems that are accessed by employers, friends, or others are not secure and should be avoided. It is important for me to use a secure network.*
  - *Despite reasonable efforts on the part of my healthcare provider, the transmission of medical information could be disrupted or distorted by technical failures.*
- I agree that information exchanged during my telehealth visit will be maintained by the doctors, other healthcare providers, and healthcare facilities involved in my care.
- I understand that medical information, including medical records, are governed by federal and state laws that apply to telehealth. This includes my right to access my own medical records (and copies of medical records).
- I understand that Skype, FaceTime, or a similar service may not provide a secure HIPAA-compliant platform, but I willingly and knowingly wish to proceed.
- I understand that I must take reasonable steps to protect myself from unauthorized use of my electronic communications by others.
- The healthcare provider is not responsible for breaches of confidentiality caused by an independent third party or by me.
- I agree that I have verified to my healthcare provider my identity and current location in connection with the telehealth services. I acknowledge that failure to comply with these procedures may terminate the telehealth visit.
- I understand that I have a responsibility to verify the identity and credentials of the healthcare provider rendering my care via telehealth and to confirm that he or she is my healthcare provider.
- I understand that electronic communication cannot be used for emergencies or time-sensitive matters.
- I understand and agree that a medical evaluation via telehealth may limit my healthcare provider's ability to fully diagnose a condition or disease. As the patient, I agree to accept responsibility for following my healthcare provider's recommendations—including further diagnostic testing, such as lab testing, a biopsy, or an in-office visit.
- I understand that electronic communication may be used to communicate highly sensitive medical information, such as treatment for or information related to HIV/AIDS, sexually transmitted diseases, or addiction treatment (alcohol, drug dependence, etc.).
- I understand that my healthcare provider may choose to forward my information to an authorized third party. Therefore, I have informed the healthcare provider of any information I do not wish to be transmitted through electronic communications.
- I understand the inherent risks of errors or deficiencies in the electronic transmission of health information and images during a telehealth visit.
- I understand that there is never a warranty or guarantee as to a particular result or outcome related to a condition or diagnosis when medical care is provided.
- To the extent permitted by law, I agree to waive and release my healthcare provider and his or her institution or practice from any claims I may have about the telehealth visit.

**I understand that electronic communication should never be used for emergency communications or urgent requests. Emergency communications should be made to the provider's office or to the existing emergency 911 services in my community.**

#### Additional Terms and Conditions

The website and its contents ('Site') are owned and operated by NeuroSpa Brain Rejuvenation Centers, Inc. ('NeuroSpa'). NeuroSpa reserves the right to revise or remove any part of the Terms in its sole discretion at any time and without prior notice to you by updating this posting. Thus, you should visit this page periodically for changes. This Site is continually under development and changes to this Site may be made at any time. Any changes to the Terms are effective upon posting to this Site. If you disagree with the Terms, your sole remedy is to discontinue your use of this Site. Your continued use after a change has been posted constitutes your acceptance of the changes.

#### Risks of Telehealth Services

The purpose of the Services provided through the Site is to give physicians and their patients access to additional information which they may or may not choose to utilize in planning medical care. It is not a substitute for primary care and no physician-patient relationship is created by use of this Site. The Services is limited. In some cases, the online nature of the Service will make it difficult to verify a diagnosis (particularly with conditions that rely heavily on direct physician-patient interaction for accurate diagnosis). In those cases, the Service provided through the Site will focus on the assessment or recommendation of treatment options. The decision to focus on diagnosis, treatment recommendation(s), or both rests solely with the local treating physician.

The Service provided through this Site differs from the diagnostic services typically provided by a physician. The medical professionals providing Services through this Site will not have the benefit of information that would be obtained by examining you in person and observing your physical condition. Therefore, the medical professional providing services through this Site may not be aware of facts or information that would affect his or her opinion of your diagnosis. To reduce the risk to you of this limitation, NeuroSpa strongly encourages you to discuss the information gained from the Services with your treating physician. By deciding to engage the services of this Site, you acknowledge and agree that you are aware of this limitation and agree to assume the risk of this limitation. Furthermore, you agree and accept that: (i) the information you will receive is limited and provisional; (ii) the Services are not intended to replace a full medical evaluation or an in-person visit with a physician; (iii) the medical professionals providing Services through this Site do not have important information that is usually obtained through a physical examination; and (iv) the absence of a physical examination may affect the medical professional's ability to fully understand your condition, disease or injury.

You also agree that the Services will not be used in any legal dispute including but not limited to litigation, arbitration, claim for disability benefits, claim for worker's compensation and/or malpractice claims without the prior written consent of NeuroSpa.

By requesting any service through the Site, you authorize us to collect your medical records on your behalf from any and all facilities that may have such records, store those records, and transmit them to the physician or physicians appropriate for your case.

#### Consent to Data Use

By submitting data to this Site, you affirmatively consent to its use and processing in the United States as set forth in these Terms and NeuroSpa Privacy Policy.

#### Privacy

Please see '*NOTICE OF PRIVACY PRACTICES*' below and incorporated herein, for additional information regarding our general office privacy policies. We are constantly seeking to improve the quality of care. If you have requested a consultative service, a physician referral, or another service, we may use information about you to fulfill such request (including providing that information to third parties). We may also at any time review your case, your medical records from prior to and after your interaction with the Site, and any records created as a result of services received. We may share information about you, your care, and your use of services to your healthcare payor, or as necessary to implement plan designs described to you in your applicable health plan documentation, or on your request. If your health plan provides incentives for utilization of services, we will share information required to implement such incentives. We may request courtesy notices from your treating physician(s) and/or request additional medical records from them, including records pertaining to care you received after receiving the services. We may review these records for, among other purposes, reviewing the quality of service you received, reviewing the quality of service provided by the physicians and medical professionals treating you (including the physicians and medical professionals to whom you may have received a referral), to better understand the course of treatment for your condition(s) including information regarding outcomes and costs, and to improve treatments and recommendations for people with similar or different conditions. We will take care to minimize personally identifying information in this process. We may also use anonymous information gathered, including information from your medical records, to generate conclusions about the healthcare process, particular conditions, and other matters. We and our affiliated physicians and researchers may publish this anonymous information in journals, websites, and other locations. However, we will not publish your name or any identifying information about you; we will use only anonymous data for any public purpose.

We may be required by law to turn over certain information to law enforcement, or to respond to civil subpoenas and other legal process. By using this Site, you acknowledge such risks. Additionally, we may voluntarily provide information to law enforcement or investigative agencies regarding suspected disruptive or destructive uses of the Site, such as "Denial-of-Service" attacks, credit card fraud, and other matters.

As part of your access to information about your health through NeuroSpa, your health savings account (HSA) or flexible savings account (FSA) administrator, may provide information related to your HSA and FSA to NeuroSpa so that NeuroSpa can show your balance and advise you as to the cost of care. This information may include, but is not limited to, your HSA and FSA cash balance, HSA investment balance, HSA and FSA transactions including contributions and distributions, and other information necessary to assist you with the administration and usage of your HSA and/or FSA. If you do not agree to your HSA/FSA administrator providing this information to NeuroSpa, please opt-out by contacting your HSA/FSA administrator. If you are unsure as to who your HSA/FSA administrator is, please contact NeuroSpa at 949-652-7301.

As part of providing you with the Services, we may need to provide you with certain communications such as appointment reminders, service announcements, privacy notices, administrative messages, and other communications about the Services ("Communications"). These Communications are considered part of the Services and your account. You understand that by checking the "agree" box for these Terms and/or any other forms presented to you on the Site you are agreeing to these Terms and that such action constitutes a legal signature. You agree that we may send to you Communications through electronic means including but not limited to: (1) by email, using the address that you provided to us during registration, (2) short messaging service ("SMS") text message to the mobile number you provided us during registration ("SMS Messages"), (3) push notifications on your tablet or mobile device, or (4) by posting Communications on the Site. The delivery of any Communications from us is effective when sent by us, regardless of whether you read the Communication. You can withdraw your consent to receive Communications by deactivating your account. While secure electronic messaging is always preferred to insecure email, under certain circumstances, insecure email communication containing personal health information may take place between you and us. We cannot ensure the security or confidentiality of messages sent by email. Information relating to your care, including clinical notes and medical records, are stored on secure, encrypted servers maintained by us.

#### Patient Portal

You are not obligated to register with NeuroSpa Patient Portal in order to access this Site. However, certain services are available only to users who have registered with NeuroSpa Patient Portal or other persons affiliated with NeuroSpa who have been granted user IDs and passwords ("Secure Users"). If you are a Secure User, you agree to accurately provide, maintain, and update any information about yourself that you have provided to

NeuroSpa. If you do not maintain such information, or NeuroSpa has reasonable grounds to suspect as much, NeuroSpa has the right to suspend or terminate your account and your use of this Site. You may have as many active Secure User accounts on this Site as you may reasonably choose at any given time and only you may use your designated accounts to access the Site. You also agree to promptly notify NeuroSpa of any unauthorized use of your username, password, or any other breach of security that you become aware of involving or relating to this Site by emailing NeuroSpa at [info@neurospabrain.com](mailto:info@neurospabrain.com). In addition, you agree to exit from your Secure User account at the end of each session. The NeuroSpa explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section.

#### Children

This Site is not intended for children under the age of 13. If you are under 13 years of age, please do not use or access this Site at any time or in any manner. By using this Site, you affirm that you are over the age of 13. The NeuroSpa does not seek through this Site to gather personal information from or about persons under the age of 13 without the consent of a parent or guardian.

#### Patient Portal Security

Patients using NeuroSpa's Patient Portal link requires users to create unique identifiers (such as a username and password) in order to log into many areas of the Patient Portal. We utilize these unique identifiers to verify the user's identity and eligibility, in order to protect our members from the release of sensitive or personally identifiable information to unauthorized users. To help protect the privacy of data you transmit through this Patient Portal, where personally identifiable information is requested, we also use technology designed to encrypt the information that you input before it is sent to us using Secure Sockets Layer (SSL) technology or similar encryption technology. In addition, NeuroSpa takes steps to protect the user data we collect against unauthorized access. However, you should keep in mind that this Patient Portal and our Services are run on software, hardware and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control. You must exercise caution, good sense, and sound judgment in using Patient Portal or this Site. You are prohibited from violating, or attempting to violate, the security of this Patient Portal. Any such violations may result in criminal and/or civil penalties against you. The NeuroSpa may investigate any alleged or suspected violations and if a criminal violation is suspected, NeuroSpa will cooperate with law enforcement agencies in their investigations.

#### In using this Site or any Services, you agree not to:

Send or otherwise transmit to or through this Site any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to this Site or computers of any kind, and any unsolicited advertising, solicitation or promotional materials;

- Misrepresent your identity or affiliation in any way.
- Restrict or inhibit any person from using this Site, disclose personal information obtained from this Site or collect information about users of this Site.
- Reverse engineer, disassemble or decompile any section or technology on this Site, or attempt to do any of the foregoing;
  - Gain unauthorized access to this Site, to other users' accounts, names, personally identifiable information, or other information, or to other computers or websites connected or linked to this Site.
  - Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access this Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
  - Send or otherwise transmit to or through this Site chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services.
  - Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment.
  - Violate any applicable laws or regulations or these Terms.
  - Use abusive, harassing, or threatening language or make abusive, harassing, bullying, or threatening communications toward any staff member, any physician, or any other user of the Site.
  - Create a hostile environment for any staff member, any physician, or any other user of the Site based on such person's race, age, national origin, disability, gender or reassignment thereof, religion or belief, sex, sexual orientation, marriage/partnership status, or pregnancy/maternity.
  - Alter or modify any part of the materials or Services offered on this Site; or
  - Assist or permit any persons in engaging in any of the activities described above.
  - Any of the foregoing may result in actions including but not limited to termination of your access to the Site or any of the Services.

#### Our Intellectual Property Rights

The content on this Site, including without limitation, any text, software, graphics, photos, sounds, music, videos, audiovisual combinations, patents, interactive features, any trademarks, service marks and logos contained therein and any other materials you may view on, access through, or contribute to this Site (collectively "Materials") are owned by or licensed to NeuroSpa, subject to copyright, trademark and other intellectual property rights under United States and foreign laws and international conventions.

No Materials from this Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the rights owner. You agree not to circumvent, disable, or otherwise interfere with security related features of this Site or features that prevent or restrict use or copying of any Materials or content. These Terms permit you to use the Site for your personal, non-commercial use only.

Modification of any Materials or use of any Materials for any other purpose is a violation of the copyrights and other proprietary rights of NeuroSpa, or of other entities or persons where so indicated, unless NeuroSpa or the owner has provided said Material for such express purpose. Permission for all other uses of Materials contained herein, including reproducing and distributing multiple copies or using Materials on any other website or networked computer or linking to any secured or private page at this Site must be obtained from NeuroSpa or the appropriate rights owner in advance; otherwise, such use is prohibited. Requests for such authorization from NeuroSpa should be submitted via an email to [info@neurospabrain.com](mailto:info@neurospabrain.com). All design rights, databases and compilation and other intellectual property rights associated with this Site, in each case whether registered or unregistered, and related goodwill, are proprietary to NeuroSpa.

#### Links to Other Websites

As you view this Site, you may see links to third-party websites. These links are for convenience only. If you use these links, you will leave this Site. Certain of these linked websites may make use of NeuroSpa's proprietary intellectual property rights (such as copyrights, trademarks, service marks, logos, and trade names) under license from NeuroSpa. The NeuroSpa is not responsible for the availability or content of these other websites or for any viruses or other damaging elements encountered in linking to a third-party website. In addition, providing links to these websites should not be interpreted as endorsement or approval by NeuroSpa of the organizations sponsoring such third-party websites or their products or services. These Terms do not apply to any other websites.

### Third Party Interactions

Your interactions with entities or individuals found on or through this Site or the Services provided through the Site, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such entities or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third party. You are solely responsible for, and will exercise caution, discretion, common sense, and judgment in, using this Site and disclosing personal information.

You agree that NeuroSpa nor medical providers and staff shall be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between you and any third party, you understand and agree that NeuroSpa nor medical providers and staff are under no obligation to become involved.

### Jurisdictional Issues

This Site is controlled and operated by NeuroSpa from our offices within California, United States of America. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to this Site from jurisdictions where the contents of this Site are illegal or penalized is prohibited.

### Termination

The NeuroSpa may terminate your use of this Site or any of our features or services at any time and for any reason without notice for conduct violating these Terms. The NeuroSpa will terminate a user's access to this Site and its features and services if, under appropriate circumstances, the user is determined to be a repeat infringer of third-party rights or in breach of the Terms. Upon any such termination, you must destroy all Materials obtained from this Site and all copies thereof. The provisions of these Terms concerning Site security, prohibited activities, copyrights, trademarks, disclaimer, limitation of liability, indemnity and jurisdictional issues shall survive any such termination. You agree that if your use of this Site is terminated pursuant to these Terms, you will not attempt to use this Site under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold NeuroSpa harmless from any and all liability that NeuroSpa may incur therefore.

### Disclaimer

The materials in this Site are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, NeuroSpa disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The NeuroSpa does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected or that this Site or the server that makes it available are free of viruses or other harmful components. The NeuroSpa does not make any representations or warranties regarding the use or the results of the use of the materials in this Site in terms of their correctness, accuracy, reliability or otherwise. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

### Limitation of Liability

To the extent permitted under applicable law, under no circumstances, including, but not limited to, negligence, shall NeuroSpa, medical providers and staff, any Provider or your payer / employer / healthcare group sponsor / health plan be liable for any compensatory, punitive, special or consequential damages that result from the use of, or the inability to use, this Site or the Materials on it, even if NeuroSpa, medical providers and staff, any Provider or an authorized representative of NeuroSpa or medical providers and staff has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above exclusion may not apply to you.

### Indemnity

You agree to indemnify, defend and hold NeuroSpa and medical providers and staff and its directors, officers, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms, or (ii) your activities in connection with this Site.

Owner and Data Controller:

NeuroSpa Brain Rejuvenation Centers, Inc.  
2121 E. Coast Highway, Suite 260  
Corona del Mar, CA 92625  
USA

Owner contact email: [info@neurospabrain.com](mailto:info@neurospabrain.com)

### Credit Transactions

NeuroSpa does not accept payment in the form of cash, check, money order or insurance reimbursement. Major credit cards are the only accepted means of payment. When you pay by credit card, you authorize NeuroSpa to bill and charge the credit card indicated in your order for any fees and any other amounts provided for in your order as the same become due and payable. In the event that your credit card expires or NeuroSpa is otherwise unable to debit the applicable amounts from your credit card, NeuroSpa shall provide notice to you, whereupon you shall immediately furnish NeuroSpa with a valid credit card account number. Your request for services from this Site will not be fulfilled until full payment has been received and verified.

### Other

By choosing to visit this Site or otherwise provide information to NeuroSpa and/or associate medical providers and staff, you agree that any dispute over your use of this Site or these Terms will be governed by the laws of the State of California and the United States of America. You also consent to the adjudication of any disputes arising in connection with our Site in the state and federal courts located in Santa Clara County. You also agree to attempt to mediate any such dispute and to abide by all limitations of liability contained herein.

If any provision of these Terms is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

If you have any questions or complaints regarding these Terms, please submit your questions or complaints to [info@neurospabrain.com](mailto:info@neurospabrain.com). NeuroSpa will endeavor to respond to you promptly.

**You understand that by checking the "agree" box for these Terms and/or any other forms presented to you on the Site you are agreeing to these Terms and that such action constitutes a legal signature.**

**NOTICE OF PRIVACY PRACTICES**  
NeuroSpa Brain Rejuvenation Centers, Inc.  
Privacy Officer: Denise Regis (949) 652-7301

Effective Date: JANUARY 2018

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. MOST OF THIS INFORMATION APPLIED TO IN-OFFICE VISITS.

NeuroSpa Brain Rejuvenation Centers, Inc. ('NeuroSpa') understands the importance of privacy and is committed to maintaining the confidentiality of your medical information. We make a record of the medical care we provide and may receive such records from others. We use these records to provide or enable other health care providers to provide quality medical care, to obtain payment for services provided to you as allowed by your health plan and to enable us to meet our professional and legal obligations to operate this medical practice properly. We are required by law to maintain the privacy of protected health information and to provide individuals with notice of our legal duties and privacy practices with respect to protected health information. This notice describes how we may use and disclose your medical information. It also describes your rights and our legal obligations with respect to your medical information. If you have any questions about this Notice, please contact our Privacy Officer listed above.

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## A. How NeuroSpa May Use or Disclose Your Health Information

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

1. **Treatment.** We use medical information about you to provide your medical care. We disclose medical information to our employees and others who are involved in providing the care you need. For example, we may share your medical information with other physicians or other health care providers who will provide services that we do not provide. Or we may share this information with a pharmacist who needs it to dispense a prescription to you, or a laboratory that performs a test. We may also disclose medical information to members of your family or others who can help you when you are sick or injured.
2. **Payment.** We use and disclose medical information about you to obtain payment for the services we provide. For example, we give your health plan the information it requires before it will pay us. We may also disclose information to other health care providers to assist them in obtaining payment for services they have provided to you.
3. **Health Care Operations.** We may use and disclose medical information about you to operate this medical practice. For example, we may use and disclose this information to review and improve the quality of care we provide, or the competence and qualifications of our professional staff. Or we may use and disclose this information to get your health plan to authorize services or referrals. We may also use and disclose this information as necessary for medical reviews, legal services, and audits, including fraud and abuse detection and compliance programs and business planning and management. We may also share your medical information with our "business associates," such as our billing service, that perform administrative services for us. We have a written contract with each of these business associates that contains terms requiring them to protect the confidentiality and security of your medical information. Although federal law does not protect health information that is disclosed to someone other than another healthcare provider, health plan or healthcare clearinghouse, under California law all recipients of health care information are prohibited from re-disclosing it except as specifically required or permitted by law. We may also share your information with other health care providers, health care clearinghouses or health plans that have a relationship with you, when they request this information to help them with their quality assessment and improvement activities, their efforts to improve health or reduce health care costs, their review of competence, qualifications and performance of health care professionals, their training programs, their accreditation, certification or licensing activities, or their health care fraud and abuse detection and compliance efforts.
4. **Appointment Reminders.** We may use and disclose medical information to contact and remind you about appointments. If you are not home, we may leave this information on your answering machine or in a message left with the person answering the phone.
5. **Sign in Sheet.** We may use and disclose medical information about you by having you sign in when you arrive at our office. We may also call out your name when we are ready to see you.
6. **Notification and Communication with Family.** We may disclose your health information to notify or assist in notifying a family member, your personal representative, or another person responsible for your care about your location, your general condition or in the event of your death. In the event of a disaster, we may disclose information to a relief organization so that they may coordinate these notification efforts. We may also disclose information to someone who is involved with your care or helps pay for your care. If you are able and available to agree or object, we will give you the opportunity to object prior to making these disclosures, although we may disclose this information in a disaster even over your objection if we believe it is necessary to respond to the emergency circumstances. If you are unable or unavailable to agree or object, our health professionals will use their best judgment in communication with your family and others.
7. **Marketing.** We may contact you to give you information about products or services related to your treatment, case management or care coordination, or to direct or recommend other treatments or health-related benefits and services that may be of interest to you, or to provide you with small gifts. We may also encourage you to purchase a product or service when we see you. If you are currently an enrollee of a health plan, we may receive payment for communications to you in conjunction with our provision, coordination, or management of your health care and related services, including our coordination or management of your health care with a third party, our consultation with other health care providers relating to your care, or if we refer you for health care, but only to the extent these communications describe: 1) a provider's participation in the health plan's network, 2) the extent of your covered benefits, or 3) concerning the availability of more cost-effective pharmaceuticals. We will not accept any payment for other marketing communications without your prior written authorization unless you have a chronic and seriously debilitating or life-threatening condition and we are making the communication in conjunction with our provision, coordination, or management of your health care and related services, including our coordination or management of your health care with a third party, our consultation with other health care providers relating to your care, or if we refer you for health care. If we make these types of communications to you while you have a chronic and seriously debilitating or life-threatening condition, we will tell you who is paying us, and we will also tell you how to stop these communications if you prefer not to receive them. We will not otherwise use or disclose your medical information for marketing purposes without your written authorization, and we will disclose whether we receive any payments for any marketing activity you authorize.
8. **Required by Law.** As required by law, we will use and disclose your health information, but we will limit our use or disclosure to the relevant requirements of the law. When the law requires us to report abuse, neglect, or domestic violence, or respond to judicial or

administrative proceedings, or to law enforcement officials, we will further comply with the requirement set forth below concerning those activities.

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

19. **Breach Notification.** In the case of a breach of unsecured protected health information, we will notify you as required by law. If you have provided us with a current email address, we may use email to communicate information related to the breach. In some circumstances our business associate may provide the notification. We may also provide notification by other methods as appropriate. [Note: Only use email notification if you are certain it will not contain PHI and it will not disclose inappropriate information. For example, if your email address is "digestivediseaseassociates.com" an email sent with this address could, if intercepted, identify the patient and their condition.

20. **Research.** We may disclose your health information to researchers conducting research with respect to which your written authorization is not required as approved by an Institutional Review Board or privacy board, in compliance with governing law.

#### **B. When NeuroSpa May Not Use or Disclose Your Health Information**

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

#### **C. Your Health Information Rights**

1. **Right to Request Special Privacy Protections.** You have the right to request restrictions on certain uses and disclosures of your health information by a written request specifying what information you want to limit, and what limitations on our use or disclosure of that information you wish to have imposed. If you tell us not to disclose information to your commercial health plan concerning health care

items or services for which you paid for in full out-of-pocket, we will abide by your request unless we must disclose the information for treatment or legal reasons. We reserve the right to accept or reject any other request and will notify you of our decision.

2. Right to Request Confidential Communications. You have the right to request that you receive your health information in a specific way or at a specific location. For example, you may ask that we send information to a particular e-mail account or to your work address. We will comply with all reasonable requests submitted in writing which specify how or where you wish to receive these communications.
3. Right to Inspect and Copy. You have the right to inspect and copy your health information, with limited exceptions. To access your medical information, you must submit a written request detailing what information you want access to and whether you want to inspect it or get a copy of it. We will charge a reasonable fee, as allowed by California and federal law. We may deny your request under limited circumstances. If we deny your request to access your child's records or the records of an incapacitated adult you are representing because we believe allowing access would be reasonably likely to cause substantial harm to the patient, you will have a right to appeal our decision. If we deny your request to access your psychotherapy notes, you will have the right to have them transferred to another mental health professional. If your written request clearly, conspicuously and specifically asks us to send you or some other person or entity an electronic copy of your medical record, and we do not deny the request as discussed above, we will send a copy of the electronic health record as you requested and will charge you no more than what it cost us to respond to your request.
4. Right to Amend or Supplement. You have a right to request that we amend your health information that you believe is incorrect or incomplete. You must make a request to amend in writing, and include the reasons you believe the information is inaccurate or incomplete. We are not required to change your health information and will provide you with information about this medical practice's denial and how you can disagree with the denial. We may deny your request if we do not have the information, if we did not create the information (unless the person or entity that created the information is no longer available to make the amendment), if you would not be permitted to inspect or copy the information at issue, or if the information is accurate and complete as is. You also have the right to request that we add to your record a statement of up to 250 words concerning any statement or item you believe to be incomplete or incorrect.
5. Right to an Accounting of Disclosures. You have a right to receive an accounting of disclosures of your health information made by this medical practice, except that this medical practice does not have to account for the disclosures provided to you or pursuant to your written authorization, or as described in paragraphs 1 (Treatment), 2 (Payment), 3 (Health Care Operations), 6 (Notification and communication with family) and 16 (Specialized Government Functions) of Section A of this Notice of Privacy Practices or disclosures for purposes of research or public health which exclude direct patient identifiers, or which are incident to a use or disclosure otherwise permitted or authorized by law, or the disclosures to a health oversight agency or law enforcement official to the extent this medical practice has received notice from that agency or official that providing this accounting would be reasonably likely to impede their activities.
6. You have a right to a paper copy of this Notice of Privacy Practices, even if you have previously requested its receipt by e-mail.

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

#### D. Changes to this Notice of Privacy Practices

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

#### E. Complaints

Complaints about this Notice of Privacy Practices or how NeuroSpa handles your health information should be directed to our Privacy Officer listed at the top of this Notice of Privacy Practices. If you are not satisfied with the manner in which this office handles a complaint, you may submit a formal complaint to: Region IX

Office for Civil Rights  
U.S. Department of Health & Human Services 90 7th Street, Suite 4-100  
San Francisco, CA 94103  
(415)437-8310:(415)437-8311 (TDD)  
(415) 437-8329 FAX  
[OCRMail@hhs.gov](mailto:OCRMail@hhs.gov)

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