

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Mindfullivingprograms.com (MLP) understands the importance of privacy and is committed to maintaining your confidentiality. MLP creates and maintains records of the information you share on this site. MLP uses these records to provide quality health education to you, to obtain payment for services provided to you as allowed by our financial agreements, and to enable us to meet our professional and legal obligations to operate this health education site properly. We are required by law to maintain the privacy of any protected health information you may provide here and to provide individuals with notice of our legal duties and privacy practices with respect to protected health information. This notice describes how MLP may use and disclose your medical information. If you have any questions about this Notice, please contact us at the numbers and addresses listed in this site.

A. How we may Use or Disclose Your Health Information

This site collects health information about you and stores it in a chart and on a computer. This is a very limited, yet, personal health information record. The record is the property of MLP, but the information in the record belongs to you. Due to the sometimes personal information shared on this site, your privacy is our priority. The sections below outline the purposes for which the law permits us to use or disclose your health information. Our practice policies in some areas may be stricter than those required by law.

1. Treatment. We use information about you to provide for your healthcare and education.

We disclose health information to our employees and others who are involved in providing the care you need. For example, we may share your health information, at your request and authorization with health care providers who will provide services which we do not provide. We may also disclose health information to members of your family or others who can help you when you are sick or injured.

2. Payment. We may use and disclose health information about you to obtain payment for the services we provide. We may also disclose information to 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 health information about you to operate this site. For example, we may use and disclose this information to review and improve the quality of services we provide, or the competence and qualifications of our professional staff.

We may use and disclose this information as necessary for quality of service reviews, legal services and audits, including fraud and abuse detection and compliance programs and business planning and management. We may also share your health 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 of your health information. Although federal law does not protect health information which is disclosed to someone other than another health care provider, health plan or health care 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 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 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.Meeting Time Reminders. We may use and disclose health information to contact and remind you about meeting times. 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.Message Board Information. We may use and disclose medical information about you by having you log in when you participate in our message board.
- 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 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 able 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 our 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 service when we see you. We will not use or disclose your medical information without your written authorization.
- 8.Required by Law. As required by law, we will use and disclose your health information, but we will limit our use or disclosure to the relevant requirements of the law. When the law requires us to report abuse, neglect or domestic violence, or respond to judicial or administrative proceedings, or to law enforcement officials, we will further comply with the requirement set forth below concerning those activities.
- 9.Public Health. We may, and are sometimes required by law, to disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child, elder or dependent adult abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting

disease or infection exposure. When we report suspected elder or dependent adult abuse or domestic violence, we will inform you or your personal representative promptly unless in our best professional judgment, we believe the notification would place you at risk of serious harm or would require informing a personal representative we believe is responsible for the abuse or harm.

10. Health Oversight Activities. We may, and are sometimes required by law, to disclose your health information to health oversight agencies during the course of audits, investigations, inspections, licensure and other proceedings, subject to the limitations imposed by 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. Workers' Compensation. We may disclose your health information as necessary to comply with workers' compensation laws. For example, to the extent your care is covered by workers' compensation, we will make periodic reports to your employer about your condition. We are also required by law to report cases of occupational injury or occupational illness to the employer or workers' compensation insurer.
18. Change of Ownership. In the event that this health education site 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 health care providers.
19. 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 This Health Education Site May Not Use or Disclose Your Health Information

Except as described in this Notice of Privacy Practices, this medical practice will not use or disclose health information which identifies you without your written authorization. If you do authorize this health education site 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. We reserve the right to accept or reject your 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 health information, you must submit a written request detailing the specific information to which you want access and whether you want to inspect it or obtain a copy of it. We will charge a reasonable fee, as allowed by California law. We may deny your request under limited circumstances; however, you may request a review of our denial. If we deny your request to access your health information, you will have the right to have them transferred to a health care professional. Our practice may deny your request to access a family member's records, and you have the right to appeal our decision.
4. **Right to Amend or Supplement.** You have the 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 the right to receive an accounting of disclosures of your health information made by this health education site, except that this health education site 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 us at the numbers or addresses listed on this website.

D. Changes to this Notice of Privacy Practices

We reserve the right to amend this Notice of Privacy Practices at any time in the future. Until such amendment is made, we are required by law to comply with 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 on this website, and will provide you a copy at your request.

E. Complaints

Complaints about this Notice of Privacy Practices or how this medical practice handles your health information should be directed to our contact numbers listed on this website

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

Department of Health and Human Services
Office of Civil Rights
Hubert H. Humphrey Bldg.
200 Independence Avenue, S.W.
Room 509F HHH Building
Washington, DC 20201

You will not be penalized for filing a complaint. Effective Date: April, 2003

The information provided on Mindfulnessretreats.com is provided for educational purposes only and is not intended to be a substitute for medical advice or treatment.

Please consult a physician regarding your health matters and especially with matters that relate to your symptoms that may require diagnosis or medical treatment.

Business and Professions Code Section 2290.5 - Telemedicine; informed consent procedures; written consent statement; compliance; application of section

(a) (1) For the purposes of this section, "telemedicine" means the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. Neither a telephone conversation nor an electronic mail message between a health care practitioner and patient constitutes "telemedicine" for purposes of this section.

(2) For purposes of this section, "interactive" means an audio, video, or data communication involving a real time (synchronous) or near real time (asynchronous) two-way transfer of medical data and information.

(b) For the purposes of this section, "health care practitioner" has the same meaning as "licentiate" as defined in paragraph (2) of subdivision (a) of Section 805.

(c) Prior to the delivery of health care via telemedicine, the health care practitioner who has ultimate authority over the care or primary diagnosis of the patient shall obtain verbal and written informed consent from the patient or the patient's legal representative. The informed consent procedure shall ensure that at least all of the following information is given to the patient or the patient's legal representative verbally and in writing:

(1) The patient or the patient's legal representative retains the option to withhold or withdraw consent at any time without affecting the right to future care or treatment nor risking the loss or withdrawal of any program benefits to which the patient or the patient's legal representative would otherwise be entitled.

(2) A description of the potential risks, consequences, and benefits of telemedicine.

(3) All existing confidentiality protections apply.

(4) All existing laws regarding patient access to medical information and copies of medical records apply.

(5) Dissemination of any patient identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without the consent of the patient.

(d) A patient or the patient's legal representative shall sign a written statement prior to the delivery of health care via telemedicine, indicating that the patient or the patient's legal representative understands the written information provided pursuant to subdivision (a), and that this information has been discussed with the health care practitioner, or his or her designee.

(e) The written consent statement signed by the patient or the patient's legal representative shall become part of the patient's medical record.

(f) The failure of a health care practitioner to comply with this section shall constitute unprofessional conduct.

Section 2314 shall not apply to this section.

(g) All existing laws regarding surrogate decision making shall apply. For purposes of this section, "surrogate decision making" means any decision made in the practice of medicine by a parent or legal representative for a minor or an incapacitated or incompetent individual.

(h) Except as provided in paragraph (3) of subdivision (c), this section shall not apply when the patient is not directly involved in the telemedicine interaction, for example when one health care practitioner consults with another health care practitioner.

(i) This section shall not apply in an emergency situation in which a patient is unable to give informed consent and the representative of that patient is not available in a timely manner.

(j) This section shall not apply to a patient under the jurisdiction of the Department of Corrections or any other correctional facility.

(k) This section shall not be construed to alter the scope of practice of any health care provider or authorize the delivery of health care services in a setting, or in a manner, not otherwise authorized by law.

If you believe you have been treated unprofessionally by a Board licensee, either through treatment over the Internet, or by any other means, review our information on filing complaints.

Notice to California Consumers Regarding Psychotherapy on the Internet

The Board of Behavioral Sciences (BBS) would like to make the following recommendations to California consumers who choose to seek therapy or counseling over the Internet.

Individuals who provide psychotherapy or counseling, either in person, by telephone, or over the Internet, are required by law to be licensed. Licensing requirements vary by state. Individuals who provide psychotherapy or counseling to persons in California are required to be licensed in California. Such licensure permits the consumer to pursue recourse against the licensee should the consumer believe that the licensee engaged in unprofessional conduct.

Be a cautious consumer when seeking therapy over the Internet, or by any other means, by doing the following:

Verify that the practitioner has a current and valid license in the State of California.

Be sure you understand the fee that you will be charged for the services to be rendered and that you fully understand how and to whom the fee is to be paid.

Be sure you are satisfied with the methods used to ensure your communications with and by the therapist will be confidential.

Be sure you are aware of the risks and benefits of doing therapy, over the Internet or by any other means, so you can make an informed choice about the therapy or counseling to be provided.

According to Business and Professions Code Section 2290.5, prior to the delivery of health care via telemedicine, the health care practitioner who has ultimate authority over the care or primary diagnosis of the patient shall obtain verbal and written informed consent from the patient or the patient's legal representative. The informed consent procedure shall ensure that at least all of the following information is given to the patient or the patient's legal representative verbally and in writing:

- (1) The patient or the patient's legal representative retains the option to withhold or withdraw consent at any time without affecting the right to future care or treatment nor risking the loss or withdrawal of any program benefits to which the patient or the patient's legal representative would otherwise be entitled.
- (2) A description of the potential risks, consequences, and benefits of telemedicine.
- (3) All existing confidentiality protections apply.
- (4) All existing laws regarding patient access to medical information and copies of medical records apply.
- (5) Dissemination of any patient identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without the consent of the patient.