

## Telehealth Consent, Remote Therapeutic Monitoring, & Notice of Privacy Practices

Updated: July 25, 2025

# Specific Telehealth Informed Consent and Informed Consent for Headache and Medication Management Services

IMPORTANT NOTICE: DO NOT USE THESE SERVICES FOR EMERGENCY MEDICAL OR MENTAL HEALTH NEEDS. IF YOU ARE EXPERIENCING A MEDICAL OR MENTAL HEALTH EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY AND/OR GO TO THE NEAREST EMERGENCY ROOM.

Telehealth is the use of two-way secure audio-visual electronic communications, information technology, or other means to enable a healthcare provider and a patient at different locations to communicate and share individual patient health information for the purpose of rendering or receiving clinical healthcare services. This "Telehealth Informed Consent" informs the patient ("I", "patient," "you," or "your") concerning the treatment methods, risks, and limitations of using a telehealth platform.

#### 1. Services Provided

Haven Health, Inc. ("Haven Headache & Migraine Center.") provides certain non-clinical administrative and financial support services and licenses technology to Headache and Migraine Medical of California, its affiliated medical practices (each a "Medical Group" and collectively the "Medical Groups"), and their engaged healthcare providers ("Providers"). The Medical Groups and Providers use Haven Headache & Migraine Center's technology platform to assist them in providing their patients various healthcare services. All consultations are done via telehealth, some of which may include writing medically necessary prescriptions. Haven Headache & Migraine Center does not diagnose or treat any medical condition, provide any healthcare service, or control or interfere with any medical or clinical



decision made by a Provider. Haven Headache & Migraine Center does not own or operate any of the Medical Groups, nor does it supervise any Provider, each of whom are solely responsible for all healthcare decisions.

The telehealth services offered by the Medical Groups and Providers may include a patient consultation, assessment, diagnosis, treatment recommendation, education, care management, prescription, and/or a referral to in-person care, as determined clinically appropriate by the Provider (the "Services"). Depending on your state laws, Providers may include physicians, physician assistants, nurse practitioners, or registered professional nurses. Where mental health services are offered, providers may include psychiatrists, psychologists, psychiatric nurse practitioners, mental health counselors, professional counselors, therapists, therapy associates, clinical counselors, care counselors, clinical social workers, and other care providers.

#### 2. Electronic Transmissions

The types of electronic transmissions that may occur using the telehealth platform include, but are not limited to:

- Appointment scheduling;
- Completion, exchange, and review of medical intake forms and other clinically relevant
  information (for example: health records; images; output data from medical devices; sound and
  video files; diagnostic and/or lab test results) between you and your Provider via asynchronous
  and/or synchronous communications;
- Two-way interactive audio in combination with store-and-forward communications; and/or two-way interactive audio and video interaction;
- Treatment recommendations by your Provider based upon their review and exchange of clinical information;
- Delivery of a consultation report with a diagnosis, treatment, and/or prescription recommendations, as your Provider deems clinically appropriate;
- Prescription refill reminders (if applicable); and/or
- Other electronic transmissions for the purpose of rendering clinical care to you.



#### 3. Expected Benefits

Benefits you may expect to receive from using telehealth services may include, but are not limited to:

- Improved access to care and greater convenience by enabling you to remain in your preferred location while your Provider consults with you;
- Lower cost;
- Improved Provider-patient engagement;
- Additional privacy with no public waiting rooms or receptionists calling out your name;
- Convenient access to follow-up care. If you need to receive non-emergency follow-up care
  related to your treatment, please contact your care team by sending a message through the
  platform portal; and/or through email/SMS/RCS/iMessage. We also take care of other
  questions that may help with accessing care efficiently through these channels.
- More efficient care evaluation and management.

#### 4. Service Limitations

PROVIDERS DO NOT ADDRESS MEDICAL EMERGENCIES. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL 9-1-1 AND/OR GO TO THE NEAREST EMERGENCY ROOM IMMEDIATELY. IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING TAKING ACTIONS THAT MAY CAUSE HARM TO YOURSELF OR OTHERS, CALL THE NATIONAL SUICIDE PREVENTION HOTLINE ANYTIME AT 9-8-8 OR GO TO THE NEAREST EMERGENCY ROOM. YOU CAN ALSO USE THE 24/7 CRISIS TEXT LINE BY TEXTING "HOME" TO 741-741. PLEASE DO NOT ATTEMPT TO CONTACT HAVEN HEADACHE & MIGRAINE CENTER, ANY MEDICAL GROUP, OR YOUR PROVIDER. AFTER RECEIVING EMERGENCY HEALTHCARE TREATMENT, YOU SHOULD VISIT YOUR LOCAL PRIMARY CARE PROVIDER.

The primary difference between telehealth and direct in-person service delivery is the inability to have direct, physical contact. Accordingly, some clinical needs may not be appropriate for a telehealth visit and your Provider, exercising their professional medical judgment, will make that determination.



Providers are an addition to, and not a replacement for, your local primary care provider. Responsibility for your overall medical care should remain with your local primary care provider if you have one, and we strongly encourage you to locate one if you do not.

The Medical Groups have limited in-person clinic locations restricted to certain days of the week only for procedures.

#### 5. Security Measures

The electronic communication systems will incorporate network and software security protocols to protect the confidentiality of your patient identification and health and imaging information and will include commercially reasonable measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption. All the services delivered to you through telehealth will be delivered over a secure connection that complies with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

#### 6. Possible Risks

- Delays in evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies, or Provider availability.
- In the event of an inability to communicate as a result of a technological or equipment failure, please contact us at 424-444-7399 or hello@havenheadache.com.
- In rare events, your Provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth consult or an in-person meeting with your local primary care doctor.
- While the Medical Groups and Providers are HIPAA-complaint, in very rare events, security protocols could fail, causing a breach of privacy of personal medical information.
- During the initial screening, your Provider may determine that you should be seen in person, either by your primary care provider or in a recommended facility.
- In rare instances your telehealth visit may not be covered by your medical insurance, if this is the case you are responsible for the cost of your visit (via credit or debit card).



- You may not be matched with a Provider that meets any or all of your preferences or requirements.
- Your Provider may determine in the Provider's own discretion and professional judgment that medication is not right for you and decide not to prescribe any medication.
- Our affiliated medical groups have a policy that opioids and barbiturates will never be prescribed by their clinicians as these are contraindicated for headache and migraine disorders. If pain management for other conditions are required, referrals will be offered.

#### 7. Your Rights Regarding Telehealth

You have the right to:

- Refuse to participate in services delivered via telehealth and be made aware of alternatives and potential drawbacks of participating in a telehealth visit versus a face-to-face visit.
- Be informed and made aware of the role of the Provider.
- Be informed and made aware of the location of the Provider's distant site and have all questions regarding the equipment, the technology, etc., addressed by your Provider.
- Have the right to be informed of all parties who will be present during telehealth transmission.
- Have the right to select another Provider and be notified that by selecting another Provider, there could be a delay in service and the potential need to travel for a face-to-face visit.
- Depending on your state laws, your Provider may provide you with additional rights associated with telehealth.

#### 8. Specific Informed Consent for Telehealth

By signing, you acknowledge that you understand and agree with the following:

- I have read this document carefully and understand the risks and benefits of the telehealth consultation.
- I give my informed consent to receive medical care and treatment by telehealth from the Medical Groups and their affiliated Providers.



- I have the right to withhold or withdraw my consent to the use of telehealth at any time, without affecting my right to future care or treatment.
- If I am experiencing a medical emergency, I have been directed to dial 9-1-1 immediately, and my Provider is not able to connect me directly to any local emergency services.
- If I am thinking about suicide or if I am considering taking actions that may cause harm to myself or others, I have been directed to call 9-8-8 or to go to the nearest emergency room or to use the 24/7 crisis text line by texting "HOME" to 741-741.
- I may elect to seek services from an unaffiliated medical group with in-person clinics as an alternative to receiving telehealth services.
- I may expect the anticipated benefits from the use of telehealth in my care, but that no results can be guaranteed or assured.
- Prior to the telehealth visit, I have been given an opportunity to review the Provider's profile and credentials and to select a Provider I feel is appropriate for me.
- Before the telehealth visit with my Provider begins, the Provider may explain additional rights
  and risks associated with telehealth. My Provider will also explain my diagnosis and its
  evidentiary basis, and the risks and benefits of various treatment options. I understand that I
  may ask my Provider questions regarding any aspect of the visit, and that I may at any time for
  any reason, elect not to proceed with the telehealth visit.
- I understand that someone other than my Provider might also be present during the consultation, including in order to operate the video equipment or provide translation services. If so, I understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (i) omit specific details of my medical history/physical examination that are personally sensitive to me; (ii) ask non-medical personnel to leave the telehealth examination room; and/or (iii) terminate the consultation at any time.
- I understand that there is a risk of technical failures during the telehealth visit beyond the control of a Medical Group, my Provider(s), and/or Haven Headache & Migraine Center.
- In choosing to participate in a telehealth visit, I understand that some parts of the Services involving tests (e.g., labs or bloodwork) may be conducted at another location such as a testing facility, at the direction of my Provider.



- It is necessary to provide my Provider a complete, accurate, and current medical history. I understand that withholding or providing inaccurate information about my health and medical history in order to obtain treatment may result in harm to me, including, in some cases, death.
- There is no guarantee that I will be issued a prescription, that the decision of whether a prescription is appropriate will be made solely in the professional judgment of my Provider, and that if my Provider issues a prescription, I have the right to select the pharmacy of my choice.
- There is no guarantee that I will be treated by a Medical Group Provider and that I may need to seek medical care and treatment in-person or from an alternative source. My Provider reserves the right to deny care for potential misuse of the Services or for any other reason if, in the professional judgment of my Provider, the provision of the Services is not medically or ethically appropriate.
- Federal and state law requires healthcare providers to protect the privacy and the security of health information. I understand that the laws that protect privacy and the confidentiality of health information also apply to telehealth, and that information obtained in the use of telehealth, which identifies me, are subject to policies, procedures and practices adopted by the Medical Groups that are designed to comply with HIPAA requirements and other applicable laws, and such laws govern which records resulting from the telehealth visit are part of my medical record.
- The Medical Groups and Providers will protect and take commercially reasonable steps to make sure that my health information is not seen by anyone who should not see it. I understand that telehealth may, at the Provider's discretion, involve electronic communication of my personal health information to other health practitioners who may be located in other areas, including out of state, and that my health information may be shared with other individuals for scheduling and billing purposes. Dissemination of any patient identifiable images or information from the telehealth visit to researchers or other educational entities will not occur without my affirmative consent.
- I have the right to request a copy of my medical records at any time. Requests for a personal copy for my own use or requests to have a copy sent to my designated healthcare provider can be made by emailing: careteam@havenheadache.com I will not be charged for copies to be sent directly to my treating healthcare provider. Copies sent directly to me, for my own personal use,



may have a reasonable cost of preparation, shipping, and delivery. I will be given an estimate of this cost before agreeing to pay.

• I AGREE TO RELEASE AND HOLD HARMLESS THE MEDICAL GROUPS, HAVEN HEADACHE & MIGRAINE CENTER AND THEIR AFFILIATES AND SUBSIDIARIES, AND EACH OF THEIR EMPLOYEES (INCLUDING PROVIDERS), CONTRACTORS, AGENTS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, OFFICERS, REPRESENTATIVES, ASSIGNS, PARENTS, PREDECESSORS, AND SUCCESSORS, FROM AND AGAINST ANY CLAIM, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, SETTLEMENTS, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES AND LITIGATION EXPENSES RESULTING OR ARISING FROM, OR ALLEGED TO RESULT OR ARISE FROM, DELAYS IN EVALUATION, INFORMATION LOST DUE TO TECHNICAL FAILURES AND/OR THE RISKS SET FORTH ABOVE.

#### 9. Artificial Intelligence

Haven Headache & Migraine Center is on a mission to advance and improve headache care and we think artificial intelligence (AI) presents opportunities to help us reach that goal. We believe AI can and will simplify and improve some aspects of the patient-clinician experience for both clinicians and patients, so they can work together more effectively. We don't believe AI can or will replace clinicians or their education, experience, or insight when it comes to diagnosing and treating patients. Healthcare requires – and will always require – human interaction, though we do believe that AI can augment and improve the process of providing care.

Our use of AI will not compromise the privacy of your personally-identifiable information (PII). Although AI tools may be used to assist your provider with certain administrative functions, such as note-taking, chart reviews, and clinical decision-making, we will never use AI tools to diagnose you or personalize your treatment without the direct involvement of your provider. Additionally, our AI tools may be used to provide personalized patient support services, such as access to relevant medical education support and journaling exercises.



#### 10. External Medical Record Authorization

#### **Comprehensive Record Integration**

To provide you with the highest quality care, Haven partners with secure health information exchange services to access your external medical records. This comprehensive approach allows your provider to have a more complete understanding of your medical history and make informed treatment decisions without unnecessary delays.

#### **Records We May Access**

With your authorization, we may access and integrate the following types of information from other healthcare providers:

- Medication history (past and current prescriptions)
- Laboratory and diagnostic imaging results
- Clinical notes and documentation from previous encounters
- Treatment plans and recommendations from other healthcare providers
- Relevant medical history from hospitals, clinics, and virtual care platforms

#### How We Use Your Information

Your medical information will be:

- Securely incorporated into your Haven medical record
- Used exclusively to inform and improve your clinical care
- Protected in accordance with all applicable privacy laws and regulations
- Accessible only to authorized members of your care team

Additionally, de-identified and anonymized data may be used for:

- Population health research
- Quality improvement initiatives
- Academic studies and publications
- Statistical analysis of treatment effectiveness



This authorization helps us provide more efficient, coordinated care while reducing the need for you to repeatedly share your medical history or obtain records independently.

#### **Acknowledgment**

By giving my electronic signature, I hereby confirm and attest that I have carefully read and understand the terms and conditions above, and I agree to this Telehealth Informed Consent and this Informed Consent for Headache and Medication Management Services, and to utilize telehealth services in the provision of care. I certify that I am the patient and am 18 years of age or older, or the legal representative of the patient, or otherwise legally authorized to consent. I understand that this informed consent will become a part of my medical record.

#### Remote Therapeutic Monitoring Informed Consent

#### The Haven Remote Headache Management Program

The Haven Headache Diary is an innovative care management system designed specifically for patients with headache disorders. We use a simple, text-based migraine diary to help track how you're feeling between visits. Through scheduled messages and targeted surveys, we provide:

- Continuous monitoring between appointments
- Accelerated treatment optimization
- Personalized therapeutic recommendations
- Timely intervention when needed

This proprietary system enables our clinical team to review your data monthly and respond promptly to concerning patterns. It provides you with ongoing access to clinical guidance outside of traditional appointments.

#### Provide continuous care

This is a service your insurance company calls Remote Therapeutic Monitoring (RTM). It allows us to monitor your symptoms over time and adjust your care based on real data — not just what you remember during appointments.



#### How It Works

- You'll receive short text check-ins daily or weekly depending on your headache frequency
- You'll answer quick questions:
  - Did you have a headache and how did it affect your day?
  - o Did you take medication for it?
  - Any notes for the provider about your attack?
- There is no app or download, just quick texts each day. Each response takes less than 30 seconds.

#### Insurance Coverage & Cost Comparison

Most insurance plans cover our Remote Therapeutic Monitoring services, often with minimal or no copay. However, for patients with high-deductible health plans (HDHP), the full cost will apply until the deductible is met.

If your insurance is in-network with Haven and denies coverage for Remote Therapeutic Monitoring services, you will not be responsible for those charges. However, please note that without this monitoring program, you will need to schedule traditional appointments for medication adjustments and ongoing care discussions.

#### Potential Risks

In general, remote therapeutic monitoring is incredibly safe. Importantly, our program relies on a strong internet or cellular signal to ensure messages are exchanged in a timely manner. Weak signals could result in delayed or failed transmission of messages between you and your care team. Further, your care team does not monitor your responses 24/7 and this tool is not appropriate for addressing emergencies. If you experience a medical emergency at any time during your treatment with us, go to your local emergency room.

#### Monitoring hours

Text messages are monitored 9am-5pm Monday through Friday, except federal holidays.

#### Your Commitment



#### By accepting this agreement, you:

- 1. Authorize Haven to bill your insurance for Remote Therapeutic Monitoring services if your provider finds your a fit for this program
- 2. Commit to meeting the response requirements for your headache diary
- 3. Acknowledge the value of continuous monitoring in your headache management
- 4. Understand, acknowledge, and will abide by the terms of this informed consent document.

This program represents our commitment to providing comprehensive, cost-effective headache care that extends beyond traditional appointment models.

#### **Notice of Privacy Practices**

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.

In this notice, we use "the Haven Headache & Migraine Center," "we," "us," and "our" to describe the Haven Headache & Migraine Center.

#### Why am I receiving this notice?

This notice tells you about the ways in which we may collect, use, or disclose (share) your protected health information. We understand that health information about you is personal and we are committed to protecting your privacy. This notice only describes the Haven Headache & Migraine Center's Privacy Practices. Your doctor may have different policies or notices regarding their use and disclosure of your health information created in the doctor's office.



#### Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of your
health and claims
records

You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.

We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

We may say "no" to your request for certain types of records, such as psychotherapy notes, or information for use in civil, criminal, or administrative actions. If we deny your request, we will tell you the reason why in writing.

You may have the right to have a licensed healthcare professional review the denial. We will let you know if this right is available.

#### Ask us to correct health and claims records

You can ask us to correct your health and claims records if you think they are incorrect or incomplete. You must make your request in writing. Ask us how to do this.

We may say "no" to your request, but we will tell you why in writing within 60 days.

If your request is denied, you have the right to send us a statement to include in the record.

### Request confidential communications

You can ask us to contact you in a specific way (for example, using your home or work phone) or to send mail to a different address. Ask us how to do this.

We will consider all reasonable requests, and must say "yes" if you tell us you would be in danger if we do not.



### Ask us to limit what we use or share

You can ask us not to use or share certain health information for treatment, payment, or our operations.

We are not required to agree to your request, and we may say "no" if it would affect your care.

We are required to agree to your request, if you ask us not to share information with a health plan if you or someone else, other than the health plan, have paid for the care in full and when the disclosure is not required by law.

## Get a list of those with whom we've shared information

You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.

We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make, or those required by law). We will provide one accounting a year for free but may charge a reasonable cost-based fee if you ask for another one within 12 months.

## Get a copy of this privacy notice

You can ask for a copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a copy promptly.

## Choose someone to act for you

If you have given someone medical power of attorney, if someone is your legal guardian, or if you have given us written authorization to act as your personal representative, that person can exercise your rights and make choices about your health information.

We will make sure the person has this authority and can act for you before we take any action.

## File a complaint if you feel we have violated your rights

You can complain if you feel your rights are violated by contacting us at the information in the "Our Responsibilities" section on page 5 of this notice.

You can also file a complaint with the Department of Healthcare Services (DHCS), and the U.S. Department of Health and Human Services Office for Civil Rights.



#### Your Choices

#### For certain health information, you can tell us your choices about what we share.

If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In the cases where you can tell us your choices about what we share, you have the right to tell us to: Share information with your family, close friends, or others involved in payment for your care.

Share information in a disaster relief situation.

Contact you for fundraising efforts.

If you are not able to tell us your preference, for example if you are unconscious, we may share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases, we never share your information unless you give us written permission: Marketing purposes.

Sale of your information.

Psychotherapy notes.

Substance abuse treatment records.

#### Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways.

Help manage the health care	We can use your health information and share it with professionals who are treating you.	Example: A doctor sends us information about your diagnosis and treatment plan so we can make sure
		the services are medically



treatment you receive

necessary and are covered benefits.



## Run our organization

We can use and disclose your information to run our organization and contact you when necessary.

We can also use and disclose your information to contractors (Business Associates) who help us with certain functions. They must sign an agreement to keep your information confidential before we share it with them.

We can use your race/ethnicity, language, gender identity, and sexual orientation data to make sure our services are fair for all people, to make plans to fix things that are not fair, to create materials to help you better understand your healthcare, to tell your doctors what language you speak and pronouns you use, and to try to help take better care of you.

We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.

We are not allowed to use member data such as race/ethnicity, language, gender identity, and sexual orientation to decide on if you qualify for health care services, coverage, benefits, or denial of services.

We do not share your race/ethnicity, language, gender identity, and sexual orientation data with others who are not allowed to know.

Example: We use health information about you to develop better services for you.

Example: We share your name and address with a contractor to print and mail our member identification cards.

Example: We share your language and gender identity with your primary care provider to make sure they can call you by your right pronoun.



Pay for your
health services

We can use and disclose your health information as we pay for your health services.

Example: We share information about you with any other health insurance plan you have to coordinate payment for your health care.

#### Administer your plan

We may disclose your health information to your health plan sponsor for plan administration.

Example: Your company contracts with us to provide your health plan, and we provide for plan administration. We provide certain statistics to explain the premiums we charge.

Example: Your County contracts with us to provide a health plan and we provide the County with certain statistics to explain the premiums we charge.

**How else can we use or share your health information?** We are allowed or required to share information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html

## Help with public health and safety issues

We can share health information about you for certain situations such as:

Preventing disease

Helping with product recalls

Reporting adverse reactions to medications

Reporting suspected abuse, neglect, or domestic violence

Preventing or reducing a serious threat to anyone's health or safety.



Health Information Exchange (HIE)	We participate in health information exchanges (HIEs), which allow providers to coordinate care and provide faster access to our members. HIEs can also assist providers and public health officials in:
	making more informed decisions;
	avoiding duplicate care (such as tests); and,
	reducing likelihood of medical errors.
	If you don't want us to share your health information in this way, you can notify us by completing the HIE Member Opt Out Form for PHI.
Do research	We can use or share your information for health research.
Comply with the law	We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we are complying with federal privacy law.
Respond to organ and tissue donation requests and work with a medical examiner or funeral director	We can share information about you with organ procurement organizations.
	We can share health information with a coroner, medical examiner, or funeral director when an individual dies.
Address workers'	We can use or share health information about you:
compensation, law	For workers' compensation claims.
enforcement, and other government requests	For law enforcement purposes or with a law enforcement official.
	With health oversight agencies for activities authorized by law.
	For special government functions such as military, national security, and presidential protective services.
Respond to lawsuits and legal actions	We can share health information about you in response to a court or administrative order, or in response to a subpoena.
Limitations	



In some circumstances, there may be other restrictions that may limit what information we can use or share. There are special restrictions on sharing information relating to HIV/AIDS status, mental health treatment, developmental disabilities and drug and alcohol abuse treatment. We comply with these restrictions in our use of your health information.

#### Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information (PHI). This includes, but is not limited to, data such as your race/ethnicity, language, gender identity, and sexual orientation.
- We have a number of ways we protect oral, written, and electronic access to your PHI, including information about your race/ethnicity, language, gender identity, and sexual orientation. This is done by controlling, oral, physical, and electronic access to the data.
- We have rules in place to make sure only the right people can get into our office buildings where we keep your health information.
- We protect oral access to your PHI by making sure private conversations are done in secure, confidential areas.
- We also require all Haven Headache & Migraine Center workstations to be password protected and must remain locked when turned on and not in use.
- We also limit who can access your electronic health information by giving permission based on the individual's role.
- All systems that have your electronic health information have a timer on it to automatically log
  off if someone stops interacting with the system after 15 minutes.
- We regularly check our systems to make sure the electronic controls are working correctly.
- We are required to provide you with this notice describing how we are legally required to protect your protected health information, and how we will do this. We will update this notice if there is a change to the information we can or must share.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can
  in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if
  you change your mind.



#### How You Can Exercise These Rights

You can exercise any of your rights by calling or sending a written request to our Privacy Officer at the address below, or by contacting Member Services. You can also request a copy of your records by contacting Haven by phone or email.

#### How to File a Complaint

If you feel your privacy rights have been violated, you may file a complaint with our Privacy Officer. We will not retaliate against you in any way for filing a complaint. Filing a complaint will not affect the quality of the health care services you receive as a Haven Headache & Migraine Center member.

#### Contact us:

Haven Headache & Migraine Center – Privacy Officer 1390 Market Street, Suite 200 San Francisco, California 94102

424-444-7399 compliance@havenheadache.com

## If you are a Medi-Cal member, you may also file a complaint with the California Department of Health Care Services:

Privacy Officer c/o Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413 Sacramento, CA 95899-7413 Telephone: 916-445-4646

Email: DHCSPrivacyOfficer@dhcs.ca.gov

Fax: (916) 327-4556

## You may also file a complaint with the U.S. Department of Health and Human Services Office of Civil Rights:

U.S. Department of Health and Human Services 200 Independence Avenue SW Room 509F HHH Bldg. Washington, DC 20211

Telephone: 1 (877) 696-6775



Email: OCRCompliant@hhs.gov https://www.hhs.gov/ocr/complaints/index.html

For more information, see:

https://www.hhs.gov/hipaa/for-individuals/notice-privacy-practices/index.html

#### Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our website, and will notify you of the change.