My Hot Flash MD
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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.

Effective Date: October 1, 2026

Our Commitment to Your Privacy

My Hot Flash MD ("we," "us," or "the practice") provides telemedicine care focused on perimenopause, menopause, and midlife women's health, including weight management, to adult patients located in California. We are required by law to maintain the privacy of your protected health information ("PHI"), to give you this notice describing our legal duties and privacy practices, and to follow the terms of the notice currently in effect. Because our visits happen by video, secure messaging, and a patient portal rather than in a physical office, this notice also explains how we protect your information across those telehealth tools.

How We May Use and Disclose Your Health Information Without Your Written Authorization

For Treatment

We use and share your health information to provide, coordinate, and manage your care — for example, during video visits, when reviewing your intake forms and history, when e-prescribing medication to your pharmacy, when messaging you through our secure patient portal, or when consulting with or referring you to another treating provider (such as your primary care physician or a specialist), with your knowledge.

For Payment

Our practice operates on a cash-pay, self-pay basis and does not bill health insurance directly. We use your health and billing information to charge your card on file, send you invoices or receipts, and — if you ask us to — provide you with a superbill or documentation you can submit yourself to an insurer, HSA, or FSA for possible reimbursement.

For Health Care Operations

We use health information for the everyday activities of running the practice: quality review of the care we provide, staff training, business planning, and working with the vendors who support our practice (our electronic health record and practice-management platform, secure telehealth video platform, payment processor, and any AI-assisted note-taking tool we use). Every such vendor signs a Business Associate Agreement requiring them to protect your information at least as strictly as we do, and to use it only to perform services for us.

Appointment Reminders and Portal Messages

We may contact you by text, email, phone, or portal message to remind you of an upcoming appointment, follow up after a visit, or share information about treatment alternatives or other health-related services that may interest you.

Other Ways We're Permitted to Use or Share Your Information Without Your Authorization

The law allows or requires us to share health information, without your written authorization, in the situations below. We share only the minimum necessary information for the purpose.

- **As Required by Law:** When federal, state, or local law requires disclosure.
- **Public Health Activities:** For example, to report information to public health authorities for disease prevention or control, or to the FDA regarding a medication or medical device.
- **Health Oversight Activities:** To an agency that oversees the health care system, government benefit programs, or compliance with civil rights laws.
- **Judicial and Administrative Proceedings:** In response to a valid court order, subpoena, or discovery request, subject to the California-specific limits described below.
- **Law Enforcement:** For limited purposes such as identifying a suspect, fugitive, witness, or missing person, or reporting a crime, subject to the California-specific limits described below.
- **To Avert a Serious Threat to Health or Safety:** To prevent or lessen a serious and imminent threat to your health or safety, or that of another person or the public.
- **Coroners, Medical Examiners, and Funeral Directors:** As necessary to identify a deceased person or determine cause of death.
- **Workers' Compensation:** If applicable, to comply with workers' compensation laws.
- **Research:** Only in de-identified form, or with an authorization or a waiver approved by an oversight board, as HIPAA permits.
- **Business Associates:** With vendors who perform services on our behalf and who are contractually bound to protect your information (see “For Health Care Operations” above).

California Law: Additional Protections for Sensitive Health Information

Because you're located in California, your information is also protected by California's Confidentiality of Medical Information Act (CMIA), which in some respects goes further than federal HIPAA. In particular, for information relating to contraception, abortion and abortion-related services, and gender-affirming care, California law requires us to: limit staff access to that information to those who need it to provide your care; decline to disclose it to entities or individuals outside California; and decline to cooperate with an out-of-state investigation or subpoena concerning lawful reproductive or gender-affirming care received in California, except where California law itself requires disclosure (for example, to prevent a specific, credible threat to someone's safety, or where independently required by California law such as mandated reporting of suspected abuse of a child, elder, or dependent adult).

If a future federal or state law changes these protections, we will update this notice and, where required, notify you.

Uses and Disclosures That Require Your Written Authorization

For any purpose not described above, we will ask for your written authorization before using or sharing your health information. This includes:

- **Marketing communications** that involve the use of your PHI (routine appointment reminders and general practice updates are not considered marketing under HIPAA).
- **Sale of your health information** — we will never sell your PHI.
- **Psychotherapy notes**, if we ever maintain them separately from your medical record.
- **Any other use or disclosure** not described in this notice.

If you give us authorization, you may revoke it in writing at any time, except to the extent we've already relied on it.

Your Rights Regarding Your Health Information

- **Right to Inspect and Copy:** You may ask to see or get an electronic or paper copy of your health record. We will respond within the timeframe required by law and may charge a reasonable, cost-based fee for copies.
- **Right to Request Amendment:** You may ask us to correct information you believe is incorrect or incomplete. We may decline the request in certain circumstances, but will explain why in writing.
- **Right to an Accounting of Disclosures:** You may request a list of certain disclosures we've made of your health information, other than those made for treatment, payment, health care operations, or made directly to you.
- **Right to Request Restrictions:** You may ask us to limit how we use or share your information for treatment, payment, or health care operations. We are not required to agree, except in one case we must honor: if you pay out of pocket in full for a service, you can ask us not to share information about that service with a health plan, and we will not — which, as a cash-pay practice, applies to most of the care we provide you.
- **Right to Request Confidential Communications:** You may ask us to contact you in a specific way or at a specific location (for example, a personal rather than shared email address), and we will accommodate reasonable requests.
- **Right to a Paper Copy of This Notice:** You may request a paper copy of this notice at any time, even if you agreed to receive it electronically.
- **Right to Choose Someone to Act on Your Behalf:** If you've given someone medical power of attorney or they are your legal guardian, that person can exercise your rights and make choices about your health information.
- **Right to Be Notified of a Breach:** We will notify you if a breach occurs that may have compromised the privacy or security of your information.

Right to File a Complaint

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

With us: contact our Privacy Officer using the information at the end of this notice.

With HHS: Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue SW, Washington, D.C. 20201; toll-free 1-800-368-1019; complaint portal: https://ocrportal.hhs.gov/ocr/portal/lobby.jsf

Our Responsibilities

- Maintain the privacy and security of your health information.
- Notify you promptly if a breach occurs that may have compromised your information.
- Follow the duties and privacy practices described in this notice, and provide you with a copy of it.
- Not use or share your information other than as described here, unless you tell us, in writing, that we can. If you give us permission, you may revoke it in writing at any time.

Changes to This Notice

We may change the terms of this notice, and the changes will apply to all information we already have as well as any we receive in the future. The current notice will always be available on our website at myhotflashmd.com and provided to you upon request.

Questions or Concerns

Privacy Officer: Renee Nelson, MD

Practice: My Hot Flash MD

Address: 3525 Del Mar Heights Road #109, San Diego, CA 92130

Phone: 858-245-6333

Email: renee@myhotflashmd.com

Effective Date: October 1,2026

Acknowledgment of Receipt of Notice of Privacy Practices

I acknowledge that I have received, or have been given the opportunity to review, a copy of My Hot Flash MD's Notice of Privacy Practices.

Patient Printed Name: _____

Signature: _____

Date: _____

An electronic signature or click-to-acknowledge confirmation through our patient portal satisfies this requirement for telehealth patients.

For Office Use Only

If a patient declines or is otherwise unable to sign, document your good-faith effort to obtain acknowledgment and the reason it could not be obtained:

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