

# TERMS AND CONDITIONS

## 1. Site Security

You are prohibited from violating, or attempting to violate, the security of this site. Any such violations may result in criminal and/or civil penalties against you. We will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Violations of the security of the site include without limitation:

- logging into or attempting to log into a server or account that you are not authorized to access;
- accessing data or taking any action to obtain data, information or services not intended for you or your use;
- attempting to probe, scan or test the vulnerability of any system or network;
- tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures;
- transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines or engines or engage in conduct that could damage, disrupt or otherwise impair or interfere with a computer's functionality or the operation of the site.

## 2. Other Prohibited Activity

In using this site, you must not:

- post, send or otherwise transmit to or through the site any unlawful, infringing, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind, any material that exploits children or is invasive of or in breach of another person's privacy or other rights or any material that Harrington Health Services in its sole discretion does not wish posted or transmitted on the site;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- upload or otherwise make available, files that contain images, software or other material protected by intellectual property laws, including without limitation copyright or trademark laws and rights of publicity and privacy unless you own or control the rights thereto or have received all necessary authorizations to do the same;
- misrepresent your identity or affiliation in any way;
- engage in deceptive online marketing;
- violate any applicable laws or regulations; or
- assist or permit any persons in engaging in any of the activities described above.

### **3. User Submissions**

You must exercise caution, good sense and sound judgment in using the site. You are responsible for any material you place on or transmit to or through the site. You agree, represent and warrant that any information you post to or transmit through the site is truthful, accurate, not misleading and offered in good faith, and that you have the right to post or transmit such information. Such information (including without limitation, data, text, software, graphics or any other materials whatsoever), whether publicly posted or privately transmitted, is your sole responsibility.

### **4. Copyright**

The material made available at this site is protected by copyright. No material from this site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the copyright owner, except that you may download one copy of the materials on any single computer and produce one printed copy for your personal, noncommercial use only, provided you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of Harrington Health Services's copyright and other proprietary rights. Permission for all other uses of materials contained herein, including reproducing and distributing multiple copies, or linking to any page at this site except the "home page" (<http://www.HealthPlan.com>), must be obtained from Harrington Health Services in advance. Requests for such authorization should be sent via email. For purposes of this Agreement, the use of any such material on any other website or networked computer environment is prohibited. All design rights, databases and compilation and other intellectual property rights, in each case whether registered or unregistered, and related goodwill are proprietary to Harrington Health Services.

### **5. Trademarks**

All trademarks, service marks, logos and trade names, whether registered or unregistered, are proprietary to Harrington Health Services or to other companies where so indicated. You may not reproduce, download or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of the appropriate owner thereof.

### **6. Links to Other websites**

As you view this site, you will notice links to other non-Harrington Health Services websites. These links are for convenience only. Certain of these linked websites may make use of Harrington Health Services proprietary intellectual property rights (such as trademarks, service marks, logos and trade names)

under license from Harrington Health Services. Harrington Health Services is not responsible for the availability or content of these sites or for any viruses or other damaging elements encountered in linking to a third party website. In addition, providing links to these sites should not be interpreted as endorsement or approval by Harrington Health Services of the organizations sponsoring the sites or their products or services.

## **7. Jurisdictional Issues**

This site is controlled and operated by Harrington Health Services from its offices within the United States of America. Harrington Health Services makes no representation that materials in the site are appropriate or available for use in other locations. 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. Software from this site is further subject to United States export controls. No information or software from this site may be downloaded or otherwise or re-exported (i) into or to a national or resident of any country to which the United States embargoes or sanctions goods, services or technology; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

## **8. Termination**

This agreement is effective until terminated by either party. You may terminate this agreement at any time by destroying all materials obtained from this site and all related documentation and all copies and installations thereof, whether made under the terms of this agreement or otherwise. This agreement will terminate immediately without notice from Harrington Health Services if in Harrington Health Services' sole discretion you fail to comply with any term or provision of this agreement. Upon termination, you must destroy all materials obtained from this site and all copies thereof, whether made under the terms of this agreement or otherwise. The provisions of this Terms of Use Statement concerning site security, prohibited activity, copyrights, trademarks, user submissions, disclaimer, and limitation of liability, indemnity, governing law and jurisdiction shall survive any termination of this agreement.

## **9. 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, Harrington Health Services disclaims all warranties, express or implied, including, but not limited to, implied warranties of

merchantability and fitness for a particular purpose. Harrington Health Services 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. Harrington Health Services 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.

## **10. Limitation of Liability**

To the extent permitted under applicable law, under no circumstances, including, but not limited to, negligence, shall Harrington Health Services be liable for any compensatory, punitive, special or consequential damages that result from the use of, or the inability to use, the materials in this site, even if Harrington Health Services or a Harrington Health Services authorized representative 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, and so to that extent the above limitation or exclusion may not apply to you. In no event shall Harrington Health Services' total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence) or otherwise) exceed the amount paid by you to Harrington Health Services, if any, for using this site.

## **11. Indemnity**

You agree to indemnify, defend and hold Harrington Health Services, its affiliates and any of its and their directors, 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 this agreement; and/or (ii) your activities in connection with this site.

## **12. Privacy Policy**

Harrington Health Services, Inc. is sensitive to your concerns about privacy. The law defines your personal information, referred to in this document as "your information", "protected health information" or "PHI", as individually identifiable health information on the physical or mental condition of an individual that is transmitted or maintained in any form or medium. This includes facts about the provision of and payment for health care service for individuals. This personal information is covered by federal and state privacy rules. The use and disclosure of your information is also strictly regulated. Therefore, this privacy statement describes how we use and protect your personal information. It will help you understand how we treat the personal information that we obtain from you or other sources, including your health plan, its business associates, agents or subcontractors, in the course of providing

you with our products and services. When you are conducting business with Harrington Health, you can have confidence that we respect your privacy and that we will protect information that we may obtain about you. At Harrington Health:

- We have established physical, electronic, and procedural safeguards to protect your personal information. All personnel within Harrington Health are trained on the importance of protecting your personal information.
- We require any persons or businesses that provide services on our behalf to keep your personal information confidential and to use and disclose it only to provide the services we have asked them to perform.
- We do not sell your personal information.
- We may share your personal information, in limited situations, with persons, companies, or organizations outside of Harrington Health or one of its subsidiaries that would use this information to contact you about their own products and services.

Although we perform payment and healthcare operations activities, which require the use and disclosure of your personal information to properly administer your plan benefits, the law does not generally require us to seek your authorization for these purposes. However, there are instances that may require your authorization. Although we currently do not perform functions or services outside of payment and healthcare operations to do business, we have included within this statement examples of when written authorization may be required from you.

**YOUR HEALTH INFORMATION RIGHTS:** Your health record is the physical property of the healthcare provider that compiled it. However, the information belongs to you. You have the right to:

- Request a restriction on certain uses and disclosures of your information
- Inspect and obtain a copy of your health information
- Request amendment of your health information
- Obtain a listing of disclosures of your health information
- Request communications of your health information by other means or at other locations
- Cancel your authorization to use or disclose health information, except to the extent that action has already been taken
- Obtain a paper copy of privacy statements from your provider or group health plan upon request

**OUR RESPONSIBILITIES:** Harrington Health will maintain the privacy of your health information. We will provide you with this statement regarding our legal duties and privacy practices with respect to information we collect and maintain about you. We will abide by our privacy practices as outlined in this statement. As directed by one of our clients through a Business Associate contract or upon request, we will notify you if we are unable to agree to a requested restriction and/or to accommodate reasonable requests you may have to communicate health information by other means or at other locations. We

reserve the right to change our practices and to make the new provisions effective for all protected health information we maintain. Should our privacy practices change, we will post a revised statement on our web site. If we are asked to provide services or activities that fall outside the normal business functions of payment or healthcare operations to properly administer your plan benefits, we will not use or disclose your health information without your written authorization, except as described in this statement.

**EXAMPLES OF DISCLOSURES FOR PAYMENT, HEALTHCARE OPERATIONS:** We will use your health information for payment. For example: Our claims examiners may use your information to review and determine your eligibility and plan benefits as well as to reimburse providers for services rendered. An Explanation of Benefits (EOB) may be sent to a third-party payer to coordinate benefits for the payment of claims. The information on or accompanying the EOB may include information that identifies you, as well as your diagnosis, procedures, and supplies used. We will use your health information for regular healthcare operations. For example: Members of our workforce will use health information provided by your physician or other health care provider or facility, to properly administer and communicate benefit information and to determine eligibility and risk for enrollment purposes. We may also use your personal information when conducting and arranging for medical review to determine your eligibility for covered services under your plan. Protected health information ("PHI") may be disclosed to reinsurers for underwriting, audits or claim review. PHI may also be disclosed to a potential purchaser of one of our businesses in order to make an informed decision about the prospective purchase. Business partners: There are some services provided by our organization through contracts with covered entities and their business associates. Therefore, we may disclose your personal health information to these covered entities, which includes insurance carriers, Trust Funds, healthcare providers and network repricing vendors; other business associates, including third party payers, benefit administrators and preferred provider organizations; and our affiliated companies. Examples of these services include claims scanning, destruction of old claim documents, claims repricing, data processing, prescription benefit administration. When these services are contracted, we may disclose your health information to our business partners or subcontractors so that they can perform the job we have asked them to do. We require these business partners to appropriately protect and safeguard your information. Research: We do not disclose information to researchers. Care Coordination: We may contact you to provide information about health insurance benefits and services that may be of interest to you. We may also provide your personal information, in limited situations, to third parties who have been contracted to provide services to you. Public health: As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability. Law enforcement: We may disclose health information for law enforcement purposes as required by law or in response to a valid subpoena. Federal law makes provision for your PHI to be released to an appropriate health oversight agency, public health authority or attorney.

- *How we obtain information.* Some of the personal information that we collect comes directly from you. When submitting your application for insurance, you may give us information such as your name, address, and Social Security number. We collect information from outside sources, primarily health care providers and third party administrators. This information includes medical

information related to treatment that has been provided to you and billed to us for payment. We also keep information about your transactions, such as the types of products and services you purchase from us, premiums that you have paid, account balances, and payment history.

- *What we do with your personal information.* We use personal information to provide certain services to you on behalf of our clients, including insurance companies, group health plans and Trust Funds. We may, without authorization but only as permitted or required by law, provide personal information to persons or organizations both inside and outside of Harrington Health businesses to handle and/or investigate claims, fulfill a transaction you have requested, service your policy, detect and/or prevent fraud, or comply with lawful requests from regulatory and law enforcement authorities. For example, we may share claim payment information with your physician, other physicians who have provided services (such as a radiologist who interprets your x-rays), your hospital, or a medical lab.
- *How do we protect your personal information?* Personal information within our organization is only available to those individuals who need to see it in order to fulfill and service your needs. All Harrington Health workforce members, agents and subcontractors who handle this information are instructed on the need to protect personal information. In addition, we have established physical, electronic, and procedural safeguards to protect this information. Harrington Health and its subsidiaries have established legal agreements with our clients, companies working with us or those working on our behalf that require all parties to protect your information and to use that information only to provide the services they have been asked to perform. Should your relationship with us end, your personal information will remain protected in accordance with our privacy practices and as outlined in this Privacy Statement.
- *How can you find out what information we have about you?* You may request to obtain the customer information about you in our records from us by mail. If you believe that information is incomplete or inaccurate, you may request that we make any necessary corrections, additions or deletions to the disputed information. You may also request a description of the entities to whom we disclose customer information, or the circumstances which might warrant such disclosures. Please send any of the requests listed above in writing to the address provided by your insurance company, group health plan, Trust Fund or to the Harrington Health address listed below.
- *Where can you register complaints regarding privacy practices?* If you believe your privacy rights have been violated, you can file a complaint with us at: HealthPlan Holdings, Inc. ATTN: HIPAA Privacy Office P.O. Box 30208 Tampa, Florida 33630-3208 You may also file a complaint with the Secretary of Health and Human Services. There will be no retaliation for filing a complaint.

**EMAIL PRIVACY STATEMENT:** We have created this email privacy policy to demonstrate our firm commitment to your privacy and the protection of your information.

- *How we protect your privacy.* We use security measures to protect against the loss, misuse and alteration of data used by our system.
- *Sharing and Usage.* We will never share, sell, or rent individual personal information with anyone without your advance permission or unless ordered by a court of law. Information

submitted to us is only available to employees managing this information for purposes of contacting you or sending you emails based on your request for information and to contracted service providers for purposes of providing services relating to our communications with you.

**SOCIAL SECURITY NUMBER PRIVACY:** This Policy provides for the confidentiality of social security numbers obtained by Harrington Health in the ordinary course of business. References in the Policy to “social security number” mean an individual’s social security number or more than four sequential digits of that number. References in the Policy to “documents” include all documents regardless of form (i.e., paper, electronic, microfiche, etc.).

- I. *Access to Social Security Numbers:* Harrington Health restricts access to information or documents containing social security numbers to employees who have a legitimate Harrington Health business reason to access such information or documents. Unit supervisors/unit managers are responsible for implementing this restriction through appropriate unit training and oversight procedures.
- II. *Prohibited Disclosures:* Harrington Health employees shall maintain the confidentiality of Harrington Health information and documents containing social security numbers. Harrington Health employees shall not do any of the following with the social security number of an individual:
  - a. Publicly display the social security number.
  - b. Visibly print the social security number on any identification card.
  - c. Mail a document containing an individual’s social security number unless it falls within one of the following exceptions:
    - i. State or federal law, rule, regulation, or court order or rule authorizes, permits, or requires that the social security number appear in the document.
    - ii. The document is sent as part of an application or enrollment process initiated by the individual.
    - iii. The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit, or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit.
    - iv. The document is mailed in connection with an ongoing administrative use to provide or administer employee or health insurance benefits, claims, or retirement programs.
    - v. The document is mailed by or at the request of the individual whose social security number appears in the document or at the request of his/her parent or legal guardian.
    - vi. The document is mailed in a manner or for a purpose consistent with the federal Gramm-Leach-Bliley Act (GLB) and/or Health Insurance Portability and Accountability Act (HIPAA).



- d. Require an individual to transmit his/her social security number over the Internet or a computer system or network unless the connection is secure, or the transmission is encrypted.
  - e. Require an individual to use or transmit his/her social security number to gain access to an Internet website or a computer system or network unless the connection is secure, or the transmission is encrypted.
  - f. Mail any document containing a social security number that is visible on or from outside the envelope or packaging for the document.
- III. *Authorized Uses:* This Policy does not prohibit the use of social security numbers where the use is authorized or required by state or federal statute, rule, regulation, or court order or rule, or pursuant to legal discovery or process.
- IV. *Disposal of Social Security Numbers:* Documents that contain social security numbers shall be properly destroyed when those documents no longer need to be retained pursuant to Harrington Health document retention policies. Paper documents containing social security numbers should be shredded. Electronic documents containing social security numbers should be destroyed in a manner consistent with the Harrington Health Electronic Data Disposal Policy.
- V. *Violations:* Violations of this Policy may result in disciplinary action, up to and including termination of employment. Individuals who violate this Policy may also be subject to the civil and criminal penalties provided by HIPAA and other state agencies.

## **12. Changes to Terms of Use Statement**

Harrington Health Services may revise this Terms of Use Statement at any time without notice. Although Harrington Health Services will endeavor to highlight any changes to this Statement, you should revisit this site periodically to make sure you are aware of the most recent terms, because they will be binding on you. Your use of the site after such changes constitutes your agreement to such changes.

If you have any questions or complaints regarding this Terms of Use Statement, please contact us and we will endeavor to respond to you promptly.