



FHHS Disclosure Statement for Terms and Conditions

Please read the following terms and conditions for using this site and associated sites under the FHHS Employer CHOICE initiative (ECI) and the FH Employee Choice "Wellness Our Way" program:

Instructions

Please review the following agreement. The agreement addresses the services provided, privacy, confidentiality, and copyright issues related to your use of this website (the Site) as of June 13, 2008.

The Service

This FHHS Health Portal is provided to you at no additional cost. You must: (1) provide any equipment, including a computer or other web device and modem, necessary to establish a connection to the World Wide Web; (2) provide for your own access to the World Wide Web; and (3) pay any telephone service or other connection fees associated with such access.

Medical Disclaimer

The Site is not being used to make diagnoses, administer treatment, prescribe medications, or order tests. The information contained is provided as an educational service, which can assist you in your personal research on health risks or a specific disease. The interactive tools contained on the Site are provided to promote wellness and help you participate with your wellness coach and your healthcare provider in the improvement of your health or the self-management of your disease.

The Site is not a replacement for the relationship you have with your healthcare provider. Any information provided is not medical advice and should not be substituted for regular consultation with your health care provider. If you have any concerns about your health, please contact your healthcare provider's office immediately.

Privacy

We agree to respect your privacy and treat all data that we receive from you as confidential. In some circumstances information may be shared with your healthcare provider. To ensure privacy of your data, never share your username and password with anyone who you do not want to access your data. Please review our Privacy Policy for more information about how we protect your privacy. (See the bottom of the page.)

Confidentiality on the Internet

Use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. We take measures to protect the security of the information you enter into the Site (your Personal Information) and to ensure that your choices for its intended use are honored. We take precautions to protect your Personal Information from loss, misuse, unauthorized access or disclosure, alteration, or destruction. All sensitive information is stored on a secured server protected from unauthorized access by a firewall and an access control system. However, we cannot guarantee the confidentiality of any communication or material transmitted to us over the Internet. We are not responsible for the security of any information transmitted via the Internet.

Security of Site

Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution. For your protection, the Corporate Partnerships (i.e. Google Search Engine) reserves the right to view, monitor, and record activity on the Site without notice or permission from you. Any information obtained by

monitoring, reviewing or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site.

Intellectual Property Rights and Copyright Notice

All material contained in the Site is protected by law, including but not limited to the United States copyright, trade secret and trademark law, as well as other state, national and international laws and regulations. The contents of and all materials distributed in conjunction with the Site are copyright © 2001-2008 by Protocol Driven Healthcare, Inc., 601 E. Locust Street, Suite 104, P.O. Box 6276, Des Moines, IA 50309-0276, USA. All rights reserved.

Limitation of Liability and Warranty

Use of the Site is entirely at your own risk. The Corporate Partnerships are not responsible for the consequences of reliance on any information contained in or submitted to the Site, and the risk of injury from the foregoing rests entirely with you. The Site is provided "as is", without warranty of any kind, expressed or implied, including without limitation: (1) any concerning the availability, accuracy or content of information, products or services or results; and (2) any of title or warranties of to lost profits and damages that result from inconvenience, delay or loss of use of the services provided at the Site) arising out of use of the Site, or the information contained on the Site, even if the Corporate Partnerships have been advised of the possibility of such damages or losses. You hereby acknowledge that the provisions of this section will apply to your use of the Site and all content and information contained in the Site.

Participant's Responsibility

All participants engaged in any or all sections, modules, assessments, screenings, action plans, or telephonic programs, of the FHHS Health Portal and associated sites certify that the information provided is correct and complete to the best of their knowledge and belief. All participants understand that knowingly making a false statement or omission in the provided information during the health risk assessment, health screening, action plans, or telephonic coaching may provide cause for denied services provided by FHHS or dismissal from employment.

PRIVACY POLICY

This Privacy Policy is in addition to our general Terms of Use, both of which we urge you to read. By using the Site, you agree to be bound by the terms of this Privacy Statement and by our general Terms of Use. We may change this Privacy Policy at any time by posting revisions to the Site. Your continued use of the Site after any changes have been posted indicates your agreement to the revised terms. Accordingly, we urge you to review this Privacy Policy at the start of each use of the Site. If you do not agree to the terms of this Privacy Policy or any revised policy, please exit the Site immediately.

Privacy of Minors and Children

The Children's Online Privacy and Protection Act of 1998 ("COPPA") defines a "Child" as anyone under the age of 13. The Corporate Partnerships strictly adhere to COPPA. We will not register or otherwise collect Personal Information from persons who identify themselves as being under the age of 13 during the registration process.

What Information is collected

To have significant access to the Site, users must register. In order to register, users must provide their 10-digit ECI Membership number (located on your FHHS ECI ID Card), a password, their birth date, and their gender. We require users to provide their age and gender because relevant medical guidelines will differ based upon this information. We collect other information but we do not require users to provide that information in order to use the site. This optional information includes details concerning or relevant to your disease or condition and medications. Once you have registered for our site, we do not exclude you from participating in any activity or service on the grounds that you have not provided us with personal information that is not necessary for your participation in that activity or service.

What We Will and Will Not Do with the Information Provided to us

We use information to help us compile general statistical data, keep in contact with our users, and provide a better interactive experience. Corporate partnerships (Protocol Driven Healthcare, Optum Health, Innovative Wellness Solutions, pickAtime, Wellsource, Cerner Corporation, and Healthwise) use your information specifically for these purposes:

- To provide easy access every time you reenter the Site without requiring reentry of registration information. This is accomplished by directly obtaining the information from the user and passively through the use of encrypted session IDs.
- To assist our users in completing a health risk assessment and providing users with a report of their health status upon completion of the health risk assessment questionnaire and after completing their initial meeting with the wellness coach.
- To help provide services and information that is most relevant to your needs based on the health data entered by the user. This is not a form of directed advertisement. Instead, the personal information provided by the user helps shape the content the user sees, including health alerts, educational materials and other content. Wellness Coaches will use the information entered into the health risk assessment to customize an individual exercise, nutrition regiment, and overall wellness.
- To provide personal education and support through communication with our wellness team. This includes using the personal information you directly provide to us in your messages to our staff and in data entries you have made. When a Wellness Coach responds to a user's question, that Coach will have access to the user's personal information with the exception of the users' personal health record, which the Coach may use to answer the user's question.
- To help provide services and information that is most relevant to your needs based on the health data entered by the user.
- No Corporate partner outside of programming internal software will have access to individual personal health record information entered by the user. This service is provided as an additional benefit to members and will not be used as input for the creation of members' customized exercise and nutrition regimen.
- To provide all necessary health interactions based on your health risk assessment, FHHS will use Wellness Coaches from approved corporate partnerships. Vendors for smoking cessation, depression/stress, and weight management/obesity will mail eligible participants program related materials to their home address after the completion of a health risk assessment.

Contractual relationships exist among and between the Corporate Partnerships. **Authorized employees of the Corporate Partnerships may access your personal information for the purposes described above.**

We will not contact you without your permission except as specified above, or in connection with the registration process. We will never release, sell, rent, or otherwise provide any personally identifiable information on any users to any third party, without your express permission to do so. We may share aggregate anonymous data among the Corporate Partnerships, but we will never provide that data in a format that identifies individuals.

Aggregate Data

We respect your privacy by treating all data that we receive from you as confidential. By using the Site, you agree to allow the data that you provide to us to be collected and combined with data (lab results, physical measurements, and BMI) we get from other users, on an anonymous basis. We reserve our right to use all of that data to produce non-personal, aggregate statistical information (Aggregate Data). We reserve the right to use, maintain, update and sell Aggregate Data. We use Aggregate Data to, among other things: assess general usage trends and other patterns of use of the Site. We hope that by assessing those trends and patterns, we can update the Site in ways that will make it more useful to users. We agree to protect your privacy by removing all personal identifiers from any data that we collect into these non-personal, aggregate statistics. We will not disclose to third parties any identifying data unless: (1) you expressly tell or permit us to disclose such information or (2) we believe in good faith that

we must do so to comply with legal requirements such as a laws, regulations, search warrants, subpoenas or court orders. If you have questions about how we aggregate data or how we use aggregated data, please contact our Privacy Officer. (See information at end of this page.)

How Secure is the Information

Any unauthorized use of our site may result in criminal and/or civil prosecution. We have policies and procedures in place to protect the privacy and confidentiality of the user information that we collect and maintain. All personally identifiable user information is stored on our secured servers, behind a firewall at a data center. Access to data is strictly controlled with usernames and passwords. To help ensure the privacy of your data, you should never share your username and password with anyone. We also strongly recommend that you change your password frequently and store it in a safe place.

OPT-OUT Option

We provide users the opportunity to opt out of receiving communications from us and our corporate partners at the point where we request the user to register for use of our services. We give users the following options for removing their information from our database, to not receive future communications or to no longer receive our service. You can use the "Edit Profile" feature to remove Profiles you have created for family members, and to delete information from your own Profile.

1. You can send e-mail to: kathryn.haas@flhosp.org
2. You can send mail to the following postal address:

FHHS 602 Courtland Street, Suite 300, Orlando, Florida 32804 / Attention: Kathryn Haas

Contacting our Privacy Officer

If you have any questions about your privacy rights, please write to our Privacy Officer(s) at:

FHHS
Attention: ECI Privacy Officer
602 Courtland Street, Suite 310
Orlando, FL 32804

