



DEFAULT END USER AGREEMENT – HEALTH RISK ASSESSMENTS

Set forth below are the Notice of Privacy Practices ("NPP") required to be provided to you by National Spine & Pain Centers ("Hospital") pursuant to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and other applicable laws. The NPP consists of a Online Application Disclaimer ("Disclaimer"), an Online Privacy Policy ("Privacy Policy"), and the Terms and Conditions of Use ("Terms and Conditions") of this web site ("Site"). Please read each document carefully. You will be asked to acknowledge receipt of the NPP below, and also to agree to comply with and to the terms of the Disclaimer, the Privacy Policy, and the Terms and Conditions, all as set forth below ("Agreement"), prior to participating in this health Online Application ("Online Application").

NOTICE OF PRIVACY PRACTICES

DISCLAIMER

THIS ONLINE APPLICATION DOES NOT PROVIDE A MEDICAL SERVICE OF ANY KIND. THE INFORMATION CONTAINED IN THE ONLINE APPLICATION IS FOR YOUR PERSONAL USE ONLY AND IS NOT INTENDED TO DIAGNOSE, CURE, MITIGATE, TREAT, OR PREVENT DISEASE OR OTHER CONDITIONS AND IS NOT INTENDED TO PROVIDE A DETERMINATION OR ASSESSMENT OF YOUR STATE OF HEALTH. ALWAYS CONSULT A LICENSED HEALTHCARE PROFESSIONAL SUCH AS YOUR FAMILY PHYSICIAN OR YOUR SPECIALIST TO MAKE HEALTHCARE DECISIONS OR BEFORE STARTING ANY DIET OR EXERCISE PROGRAM. THE HOSPITAL MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE ONLINE APPLICATION OR THE PERFORMANCE OF THE ONLINE APPLICATION, NOR SHALL THE HOSPITAL'S LICENSORS OR THE HOSPITAL BE HELD RESPONSIBLE OR LIABLE FOR ANY COSTS OR DAMAGES RELATED TO USE OF THE ONLINE APPLICATION OR ANY INFORMATION PROVIDED THEREFROM.

ONLINE PRIVACY POLICY

This Hospital and its licensors value and respect your right to privacy, and recognize the importance of protecting information collected about you. This Privacy Policy guides how the Hospital defines, collects, uses, and stores online information provided by you to the Hospital within this Online Application. This policy pertains to this Online Application only. Please be aware that other Hospital web sites or pages may have other online privacy policies, disclaimers, and terms and conditions of use that differ from this Online Application.

The information you provide is safe. The Hospital maintains appropriate administrative, technical and physical safeguards to ensure the confidentiality, availability and integrity of the information that you provide the Hospital as required by the HIPAA Security Rule, HITECH, and applicable state law.

This assessment is intended for adults. It requires the user to enter age, and on certain occasions date of birth. It will not collect personally identifiable information on any individuals younger than age 18.

If you have a question, comment or complaint concerning the Privacy Policy please contact the Hospital by sending an e-mail, calling the Hospital's phone number, or writing to the Hospital. The Hospital's contact information is shown both on the last page of the Health Assessment Report and on the Online Application via a link located in the upper right corner of the page.

By using this Online Application, you signify your consent to this Privacy Policy. The Hospital reserves the right to make changes in this Privacy Policy from time to time to reflect legal, technological and other developments. All changes will be posted to this page so that you are always aware of what information is collected and how it is used. This Privacy Policy does not cover information that is collected offline or online from the Hospital or other web sites or pages, as applicable.

A. The Hospital's Definitions of Collected and Potentially Stored Data from this Online Application

1. "Genetic Information" is (1) any data with respect to disorder in family members of such individual and any request for, or receipt of, Genetic Services, or participation in clinical research which includes Genetic Services, by the individual or any family member of the individual; (2) any reference to Genetic

Information, which includes that of a fetus (carried by the individual or family member) and any embryo legally held by an individual or family member utilizing an assisted reproductive technology.

2. "Genetic Services" means (1) a genetic test; (2) genetic counseling (including obtaining, interpreting or assessing genetic information); or (3) genetic education.
3. "Non-identifiable" information is data stored in a form that does not permit the identification of a specific individual without extraordinary effort.
4. "Personal Information" is any data held, transmitted or stored that may be personally identifiable to an individual without extraordinary effort.
5. "Protected Health Information" is any identifiable health information, including Genetic Information, transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium.
6. "Usage Data" includes page visits, time on page, button clicks, and other similar data. This is collected automatically when interacting with the Online Application and is always non-identifiable, as it is stored anonymously in aggregated form.
7. "User Data" includes any data entered voluntarily into the Online Application such as:
 - a. "Medical Data": includes diseases, treatments, lifestyle behaviors, family history, genotype, phenotype and other similar personal data. By default, this is non-identifiable unless Demographic Data is also volunteered via the "opt-in" feature.
 - b. "Demographic Data": includes name, address, phone numbers, email address and other similar personal data. This is identifiable data, which must be volunteered via the "opt-in", as the Online Application does not require it.

B. Hospital Use of Personal Information/Protected Health Information from this Online Application

1. The "opt-in" feature allows users to request communication from the Hospital, and in return allows any Identifiable Information collected from individuals and third parties on their behalf, including Medical Information and Demographic Information, to potentially be used to communicate targeted educational content, service opportunities, and promotions from the Hospital.
2. The Hospital may contact the individual for fundraising purposes, but the individual has the right to opt-out of receiving such communications.
3. The Hospital will make every effort to discontinue the use of an individual's Personal Information and Protected Health Information as soon as practicable if requested by that individual. The Hospital may need to retain Information in its archives and records to comply with law, resolve disputes, analyze problems, assist with any investigations, enforce other Hospital policies, and take other actions otherwise permitted or required by law.
4. Any other uses or disclosures of an individual's Personal Information not outlined within this Agreement will require separate written authorization by the individual. The individual may revoke this authorization at any time, provided that the revocation is in writing.
5. An Individual has a right to request restriction of certain uses and disclosures of Protected Health Information to a health plan where the individual pays out-of-pocket in full for a healthcare item or service.
6. To the extent that the Hospital acts as a group health plan, health insurance issuer (including HMOs) or an issuer of Medicare supplemental policies and performs underwriting, the Hospital is prohibited from using or disclosing Genetic Information for such purposes, except with regard to issuers of long term care

policies, which are not subject to the underwriting prohibition. However, to the extent the Hospital is acting as a health care provider, the Hospital may use or disclose Genetic Information as it sees fit for treatment of an individual. If a covered entity, such as an HMO, acts as both a health plan and health care provider, it may use Genetic Information for purposes of treatment, to determine the medical appropriateness of a benefit, and as otherwise permitted by the Privacy Rule, but may not use such Genetic Information for underwriting purposes.

7. Specific types of information that require authorization for disclosure include: (1) psychotherapy notes, (2) uses and disclosure of Protected Health Information for marketing purposes, (3) disclosures that constitute a sale of Protected Health Information, and (4) research as set forth in §164.508 and other provisions in HIPAA.

C. Storage of Personal Information and Protected Health Information from this Online Application

1. Administrative

- a. The Hospital will take reasonable and appropriate measures to keep identifiable Personal Information and Protected Health Information confidential and in a secure environment, including taking appropriate action in the event of unauthorized disclosure.
- b. The Hospital will develop policies and procedures and train workforce members on and have sanctions imposed for failure to comply with policies.
- c. The Hospital will make reasonable efforts to limit disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
- d. Access to identifiable Personal Information and Protected Health Information will be restricted to only those personnel with a legitimate business purpose.
- e. The Hospital owns all data, Usage data and User data, provided to it by individuals and collected in accordance with this Policy. When individuals provide Medical Information to the Hospital, the Hospital will ensure that they acknowledge their assignment of the right to use the data to the Hospital.

2. Scientific Research

Any research funded by the Hospital that involves human subjects (e.g., information collected on individuals) must be endorsed by the sponsoring institution's committee on clinical investigation or other appropriate body, and conform ethically to the guidelines prescribed by the National Institutes of Health, which include obtaining informed consent and an authorization from each individual.

3. Third Party Disclosure

No permission is necessary for Non-identifiable Information to be disclosed, since it does not identify a specific individual.

Permission is required before the Hospital discloses Personal Information or Protected Health Information to a third party.

- a. For disclosure of Demographic Information (e.g., rentals or exchanges of donor lists), the Hospital as a minimum will use the "opt-out" approach. An "opt-out" is obtained when the Hospital through some correspondence gives an individual the opportunity to decline or "opt-out" of disclosures to third parties. If the individual does not opt out, permission is deemed granted. Depending upon the nature of an activity or project, a higher standard than "opt-out" may be used, such as "opt-in" whereby an individual must affirmatively give consent before information is disclosed.

- b. For research awardees, permission is deemed granted upon submission of an application for a grant to the Hospital. Therefore, the Hospital may disclose Personal Information, including funding and project summary information, on research program awardees to third parties.
- c. For disclosure of Medical Information or Protected Health Information, Informed Consent is required before the Hospital discloses Medical Information or Protected Health Information to a third party. Informed Consent occurs when an individual has sufficient facts about the disclosure, comprehends those facts, and voluntarily consents to the disclosure. Where a third party such as the employer or healthcare provider of an individual requires the individual to participate in a Hospital program that collects Medical Information, the Hospital will require the employer or healthcare provider to procure Informed Consent before the Hospital will release Medical Information or Protected Health Information to that employer or healthcare provider.
- d. From time to time, there is a benefit in allowing a third party to use collected Personal Information or Protected Health Information on individuals. However, unless an individual gives permission, the Hospital will not disclose Personal Information or Protected Health Information collected by the Hospital to any third party. The Hospital sometimes engages third parties to provide certain operational services to the Hospital or on its behalf. The Hospital may disclose Personal Information or Protected Health Information to those third parties on a "need to know" basis under a written contract.
- e. The Hospital uses and allows third parties to use aggregate Non-Identifiable Information for research purposes for the development or implementation of its programs, products and services.
- f. The Hospital may not sell your Personal Information or Protected Health Information to third parties unless a separate authorization is obtained.
- g. However, the Hospital may disclose your Protected Health Information, without your authorization, to the Secretary of the Department of Health and Human Services ("Secretary") during complaint investigation or compliance reviews. This information will not be disclosed by the Secretary except as necessary for determining and enforcing compliance with HIPAA, rules or otherwise required by law.
- h. The Hospital may disclose your Protected Health Information 50 years after your death.

D. Right of Individual To Obtain Copy of Individual's Protected Health Information From the Hospital

- 1. If an individual requests an electronic copy of Protected Health Information that is maintained electronically in one or more designated record sets, the Hospital will provide the individual with access to the electronic information in the electronic form and format requested by the individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by the Hospital and the individual (in a machine readable copy).
- 2. The individual may direct the Hospital to transmit the copy directly to individual's designee provided such choice is clear, conspicuous and specific.
- 3. The Hospital can impose a reasonable cost-based fee for a copy of the Protected Health Information. This fee includes: (1) the cost of supplies for creating the paper copy or electronic media (i.e., physical media such as a compact disc (CD) or universal serial bus (USB) flash drive); (2) actual labor costs of copying the Protected Health Information; (3) the postage associated with mailing the Protected Health Information, if applicable; and (4) the preparation of an explanation of summary of the Protected Health Information, if agreed to by the individual.
- 4. The Hospital has 30 days to respond to the individual's request. Pursuant to §164.524(b), the Hospital is permitted a one-time extension of 30 days to respond to an individual's request (with written notice to

the individual of the reasons for delay and the expected date by which the Hospital will complete action on the request).

E. Right of Individual to Be Notified if There is a Security Breach of Unsecured Protected Health Information

1. If there is a Security Breach, then the affected individual will be notified without unreasonable delay but no later than 60 calendar days from discovery of the breach, except for certain circumstances where law enforcement has requested the information not be disclosed.
2. The Notification will be provided by first class mail to your last known address, or that of your next of kin, and include:
 - a. A brief description of what happened, including the date of breach if known,
 - b. A description of types of unsecured Protected Health Information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - d. A brief description of what the covered entity involved is doing to investigate the breach, to mitigate the harm to individuals, and to protect against any further breaches; and
 - e. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, email address, web site, or postal address.
3. If the Security Breach involves more than 500 individuals in a State, then the notice discussed above will be included on the Hospital web site or displayed conspicuously in a major print or broadcast media.
4. The Secretary will be notified of all Security Breaches involving 500 individuals in a State not later than 60 days after the breach is discovered. In addition, the Secretary will be notified of any Security Breaches involving less than 500 individuals 60 days after the end of the calendar year.

F. Links to Third Party Web Sites

The Site may contain links to other web sites. The Hospital is not responsible for the privacy practices or the content of such web sites. The Hospital has no control over the use of such web sites and you should exercise caution when deciding to disclose any Personal Information or Protected Health Information on those web sites. You also agree and acknowledge that the Hospital will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, services or resource or goods on or through any such site. The Hospital encourages you to read the privacy statements on each web site you visit. The Hospital may also provide links to original articles written and maintained by third parties. These links are provided as a convenience and do not imply a claim of ownership in that content.

TERMS & CONDITIONS OF USE

By accessing, browsing and/or otherwise using this Online Application, you acknowledge that you have read, understood and agree to be bound by these terms and conditions described here, and to comply with all applicable laws and regulations. If you do not agree to all of these terms and conditions, you may not access, browse, and/or use this Online Application. The material provided in this Online Application is protected by law, including, but not limited to, United States copyright law and international treaties.

These terms and conditions of use apply to your access to and use of this Online Application only and do not alter in any way the terms and conditions of any other agreement you may have with the Hospital for health services or otherwise.

USE RESTRICTIONS

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MISCELLANEOUS

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

This Agreement is made in and shall be governed and construed by the laws of the State of {STATE}, United States of America, without reference to conflicts of laws. If you access this site from locations outside {STATE} or the United States, you are voluntarily and purposefully availing yourself of the laws of the State of {STATE}, United States of America, and you are solely responsible for compliance with all your local laws. Access to the Site from locations where the Site's contents may be unlawful is prohibited. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts located in {CITY}, {STATE}. You irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over you by the federal and/or state courts in {CITY}, {STATE}. You hereby irrevocably waive any and all objections which you may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in {CITY}, {STATE} and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in {CITY}, {STATE}.

The captions and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement.

This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties.

REVISIONS TO THIS AGREEMENT

The Hospital and/or its licensors may revise this Agreement at any time without notice by updating this posting. By using this Online Application you agree to be bound by any such revisions and should therefore periodically visit this Site and page to determine the then current terms and conditions of use to which you are bound.