

# Midwest Connect Care Terms of Use

*Last revision: July 19, 2017*

1. **Use of the Site.** Midwest Connect Care, a division of Midwest Health Partners, (“**Midwest Connect Care**”, “**we**”, “**us**”, or “**our**”) operates the website located at [www.midwestconnectcare.com](http://www.midwestconnectcare.com) and other related websites and mobile applications with links to these Terms of Use (collectively, the “**Site**”). We offer online telehealth services (the “**Services**”) enabling our members (“**Members**”) to report their health history and engage healthcare professionals (“**Treating Providers**”) to obtain medical and healthcare services (“**Services**”). By accessing and using the Site, you agree to be bound by these Terms of Use and all other terms and policies that appear on the Site. If you do not wish to be bound by any of these Terms of Use, you may not use the Site or the Services.

THE SERVICE AND CONTENT IS NOT DESIGNED, INTENDED OR APPROPRIATE TO ADDRESS SERIOUS, EMERGENCY, OR LIFE-THREATENING MEDICAL CONDITIONS AND SHOULD NOT BE USED IN THOSE CIRCUMSTANCES.

2. **Healthcare Services.** All of the Treating Providers who deliver Services through Midwest Connect Care are employed professionals through Midwest Health Partners.

3. **Site Content.** None of the Site content (other than information you receive from Treating Providers) should be considered medical advice or an endorsement, representation or warranty that any particular medication or treatment is safe, appropriate, or effective for you.

#### 4. **Informed Consent.**

**A.** Telehealth is the delivery of health care services using interactive audio and video technology, where the patient and the health care professional are not in the same physical location. During your telehealth consultation with a Treating Provider, details of your health history and personal health information may be discussed with you through the use of interactive video, audio and other telecommunications technology, and your Treating Provider may perform a physical examination through these technologies.

**B.** The telehealth Services you receive from Treating Providers are not intended to replace a primary care physician relationship or be your permanent medical home. You may form an ongoing treatment relationship with some Treating Providers. However, your initial visit with a Treating Provider will begin as a consultation (e.g. to determine the most appropriate treatment setting for you to receive care) and will not necessarily give rise to an ongoing treatment relationship. You should seek emergency help or follow-up care when recommended by a Treating Provider or when otherwise needed, and continue to consult with your primary care physician and other healthcare professionals as recommended. We may make arrangements for follow up care either through Midwest Connect Care or other healthcare providers. You will have direct access to customer support services to follow up on medication reactions, side effects or other adverse events. Among the benefits of our Services are improved access to healthcare professionals and convenience. However, as with any health service, there are potential risks associated with the use of telehealth. These risks include, but may not be limited to:

- In rare cases, information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate health care decision making by the Treating Provider;

- Delays in evaluation or treatment could occur due to failures of the electronic equipment. If this happens, you may be contacted by phone or other means of communication.
- In rare cases, a lack of access to all of your health records may result in adverse drug interactions or allergic reactions or other judgment errors;
- Although the electronic systems we use will incorporate network and software security protocols to protect the privacy and security of health information, in rare instances, security protocols could fail, causing a breach of privacy of personal health information

**C.** By accepting these Terms of Use, you acknowledge that you understand and agree with the following:

- You understand that you may expect the anticipated benefits from the use of telehealth in your care, but that no results can be guaranteed or assured.
- You understand that the laws that protect the privacy and security of health information apply to telehealth, and have received Midwest Health Partner's Notice of Privacy Practices, which describes these protections in more detail.
- If your health insurance coverage does not include or is not sufficient to satisfy the Services charges in full, you may be fully or partially responsible for payment.
- Your Treating Provider may determine that the Services are not appropriate for some or all of your treatment needs, and accordingly may elect not to provide telehealth services to you through the Site.

**D.** You can send messages to your Treating Provider by contacting Midwest Connect Care Customer Support at 1-800-997-6196 or Midwest Health Partners at 402-379-2322. Emails or electronic messages to Customer Support or your Treating Provider may not be returned immediately. If you are experiencing a medical emergency, you should call 911 or go to the nearest emergency room. **THE SERVICE AND CONTENT IS NOT DESIGNED, INTENDED OR APPROPRIATE TO ADDRESS SERIOUS, EMERGENCY, OR LIFE-THREATENING MEDICAL CONDITIONS AND SHOULD NOT BE USED IN THOSE CIRCUMSTANCES.**

**E.** You may also be able to send written notes to Treating Providers or to Customer Support using a secure messaging portal within the Site ([connectcare@midwesthealthpartners.com](mailto:connectcare@midwesthealthpartners.com)). Messages you send over the Messaging Portal may be viewed by more than one Treating Provider or Customer Support agent and will typically be answered within 48 hours. You should not rely on the Messaging Portal if you need immediate attention from a Treating Provider or other health care professional. If you are experiencing a medical emergency, you should call 911 or go to the nearest emergency room. You understand and agree that messaging with Treating Providers over the Messaging Portal does not give rise to a provider-patient relationship, and does not by itself constitute treatment, diagnosis, or medical advice.

**5. Privacy.** Midwest Connect Care is required to comply with the federal health care privacy and security laws and maintain safeguards to protect the security of your health information. Additionally, the information you provide to your Treating Provider during a medical consultation is legally confidential, except for certain legal exceptions as more fully described in our Notice of Privacy Practices. We devote considerable effort

toward ensuring that your personal information is secure. Information regarding our use of health and other personal information is provided in our Site Privacy Policy and health information Notice of Privacy Practices. As part of providing you the Services, we may need to provide you with certain communications, such as appointment reminders, service announcements and administrative messages. These communications are considered part of the Services and your Account. While secure electronic messaging is always preferred to insecure email, under certain circumstances, insecure email communication containing personal health information may take place between you and Midwest Connect Care. Midwest Connect Care cannot ensure the security or confidentiality of messages sent by email. Information relating to your care, including clinical notes and medical records, are stored on-site in paper or electronic form at Midwest Health Partners, 1410 N. 13<sup>th</sup> St., Norfolk, NE 6701.

6. **User Accounts.** When you register on the Site, you are required to create an account (“**Account**”) by entering your name, email address, password and certain other information collected by Midwest Connect Care (collectively “**Account Information**”). To create an Account, you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register to use our Services. You agree that the Account Information that you provide to us at all times, including during registration and in any information you upload to the Site will be true, accurate, current, and complete. You may not transfer or share your Account password with anyone, or create more than one Account (with the exception of subaccounts established for children of whom you are the parent or legal guardian). You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. Midwest Connect Care reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Site and your Account Information. In no event and under no circumstances shall Midwest Connect Care be held liable to you for any liabilities or damages resulting from or arising out of your use of the Site, your use of the Account Information or your release of the Account Information to a third party. You may not use anyone else's account at any time.

7. **Use of the Services by Children.** The Services are available for use by children, but the Member for all patients under the age of 18 must be the patient's parent or legal guardian. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms of Use.

8. **Access Rights.** We hereby grant to you a limited, non-exclusive, nontransferable right to access the Site and use the Services solely for your personal non-commercial use and only as permitted under these Terms of Use and any separate agreements you may have entered into with us (“**Access Rights**”). We reserve the right, in our sole discretion, to deny or suspend use of the Site or Services to anyone for any reason. You agree that you will not, and will not attempt to: (a) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (b) use the Site or Services to violate any local, state, national or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Site or Services; (d) distribute viruses or other harmful computer code through the Site or (e) otherwise use the Services or Site in any manner that exceeds the scope of use granted above. In addition, you agree to refrain from abusive language and behavior which could be regarded as inappropriate, or conduct that is unlawful or illegal, when communicating with Treating Providers through the Site and to refrain from contacting Treating Providers for telehealth services outside of the Site. We strongly recommend that you do not use the Services on public computers. We also recommend that you do not store your Account password through your web browser or other software.

9. **Fees and Purchase Terms.** You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing Midwest Connect Care with your credit card number and associated payment information, you agree that Midwest Connect Care is authorized to immediately charge your account for all recurring fees and charges due and payable to Midwest Connect Care hereunder and that no additional notice or consent is required. If your health plan, employer or agency has arranged with Midwest Connect Care to pay the fee or any portion of the fee, or if the fee is pursuant to some other arrangement with Midwest Connect Care, that fee adjustment will be reflected in the fee that you are ultimately charged. Please check with your employer, health plan or agency to determine if any Services will be reimbursed.

**If you do not have insurance coverage for Services, or if your coverage is denied, you acknowledge and agree that you shall be personally responsible for all incurred expenses.** Midwest Connect Care offers no guarantee that you shall receive any such reimbursement. Midwest Connect Care reserves the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms of Use.

10. **Website Links.** WE WILL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEBSITE, INTERNET LOCATION, OR SOURCE OF INFORMATION, NOR FOR YOUR USE OF SUCH INFORMATION, SOFTWARE OR LINKS, NOR FOR THE ACTS OR OMISSIONS OF ANY SUCH WEBSITES OR THEIR RESPECTIVE OPERATORS.

11. **Ownership.** The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site except as generally and ordinarily permitted through the Site according to these Terms of Use. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

12. **Trademarks.** Certain names, logos, and other materials displayed on the Site or in the Services may constitute trademarks, trade names, service marks or logos ("**Marks**") of Midwest Connect Care or other entities. You are not authorized to use any such Marks without the express written permission of Midwest Connect Care or Midwest Health Partners. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

13. **Termination.** You may deactivate your Account and end your registration at any time, for any reason by sending an email to [connectcare@midwesthealthpartners.com](mailto:connectcare@midwesthealthpartners.com) or calling 844-336-0877. Midwest Connect Care may suspend or terminate your use of the Site, your Account and/or registration for any reason at any time. Subject to applicable law, Midwest Connect Care reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Site pursuant to its internal record retention and/or content destruction policies. After such termination, Midwest Connect Care will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or

Treating Providers are required to provide you with continuing care under their applicable legal, ethical and professional obligations to you.

14. **Right to modify.** We may at our sole discretion change, add, or delete portions of these Terms of Use at any time on a going-forward basis. Continued use of the Site and/or Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms of Use, inclusive of such changes.

15. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SITE OR SERVICES IS AT YOUR SOLE RISK. BOTH THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MIDWEST CONNECT CARE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION WITH REGARD TO THE SITE, SERVICE AND THE CONTENT. MIDWEST CONNECT CARE AND MIDWEST HEALTH PARTNERS DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, FREE OF VIRUSES OR OTHER MALICIOUS CODE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. MIDWEST CONNECT CARE DOES NOT WARRANT THE ACCURACY, CURRENCY, OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED.

16. **LIMITATION OF LIABILITY.** YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MIDWEST CONNECT CARE OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

17. **Indemnification.** You agree to indemnify, defend and hold harmless Midwest Connect Care, its officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claim, actions, demands, liabilities and settlements, including without limitation reasonable legal and accounting fees ("Claims"), resulting from, or alleged to result from, your violation of these terms and conditions. In addition, you agree to indemnify, defend and hold harmless your Treating Provider(s) from and against any third party Claims resulting from your lack of adherence with the advice or recommendation(s) of such Treating Provider.

18. **Geographical Restrictions.** Like most Internet web sites, this Site is accessible worldwide. However, not all products or services are available to all persons or in all geographic locations. We reserve the right to limit the provision of its products and services to any person, geographic area, or jurisdiction and to limit the quantities of any products or services that we provide. Any product or service identified on the Site is only available where Midwest Connect Care, or any other entity offering the goods or services on the Site, is licensed or authorized to do business. The Site is not intended for use outside the state of Nebraska. You

agree to comply with all applicable laws and local rules or restrictions relating to the Site. Midwest Connect Care makes no representation that all products, services and/or material described on the Site, or the Services available through the Site, are appropriate or available for use in locations outside the State of Nebraska or all counties within Nebraska.

#### **19. Disclosures.**

All Treating Providers on the Site hold professional licenses issued by the professional licensing boards in the state of Nebraska, have earned Physician Assistant or Nurse Practitioner credentials or hold doctoral degrees in medicine and have undergone post-doctoral training. You can report a complaint relating to services provided by a Treating Provider by contacting the professional licensing board in the state where the services were received. In a professional relationship, sexual intimacy is never appropriate and should be reported to the board that licenses, registers, or certifies the licensee.

You can find the contact information for each of the state professional licensing boards governing medicine on the Federation of State Medical Boards website at

Any clinical records created as a result of your use of the Site will be securely maintained by Midwest Connect Care and Midwest Health Partners on behalf of your Treating Provider(s) for a period that is no less than the minimum number of years such records are required to be maintained under state and federal law, and which is typically at least seven years.

#### **20. Miscellaneous.**

These Terms of Use and your use of the Site shall be governed by the laws of the State of Nebraska, without giving effect to the principles of conflict of laws. Any dispute arising under or relating in any way to these Terms of Use will be resolved exclusively by final and binding arbitration in Madison County, Nebraska, under the rules of the American Arbitration Association, except that either party may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction, without the posting of bond or other security. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in Madison County, Nebraska, for any action related to these Terms of Use.

You understand that by checking the “agree” box for these Terms of Use and/or any other forms presented to you on the Site you are agreeing to these Terms of Use and that such action constitutes a legal signature. You agree that we may send to you any privacy or other notices, disclosures, or communications regarding the Services (collectively, “**Communications**”) through electronic means including but not limited to: (1) by e-mail, using the address that you provided to us during registration, (2) short messaging service (“SMS”) text message to the mobile number you provided us during registration, (3) US mail paper notification to the address you provided or (4) by posting the Communications on the Site. The delivery of any Communications from us is effective when sent by us, regardless of whether you read the Communication when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Communications by email by canceling or discontinuing your use of the Service. You can opt-out of future Communications through SMS text message by replying “STOP” or by calling Midwest Connect Care customer support at 844-336-0877.

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Midwest Connect Care devotes considerable effort to optimizing signal strength and diagnosis deficiencies but is not responsible for the internet or data bandwidth and signal of your mobile device.

Please report any violations of these Terms of Use to [connectcare@midwesthealthpartners.com](mailto:connectcare@midwesthealthpartners.com).

The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on this Web site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Web site, currently located at <http://www.loc.gov/copyright>. In accordance with the DMCA, Midwest Connect Care has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to Midwest Health Partners, Attn: Administrator, PO Box 209, Norfolk, NE 68702-0209.

## **Midwest Health Partners & Midwest Connect Care**

### **Notice of Privacy Practices**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THAT INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.**

**Effective: April 1, 2003**

The Practice (the "Practice"), in accordance with the federal Privacy Rule, 45 CFR parts 160 and 164 (the "Privacy Rule") and applicable state law, is committed to maintaining the privacy of your protected health information ("PHI"). PHI includes information about your health condition and the care and treatment you receive from the Practice and is often referred to as your health care or medical record. This Notice explains how your PHI may be used and disclosed to third parties. This Notice also details your rights regarding your PHI.

### **USE AND DISCLOSURE OF YOUR PROTECTED HEALTH INFORMATION**

1. The Practice, in accordance with this Notice and without asking for your express consent or authorization, may use and disclose your PHI for the purposes of:

(a) **Treatment** – In order to provide you with the health care you require, the Practice may use and disclose your PHI to other health care professionals, whether on the Practice’s staff or not, so that it may provide, coordinate, plan and manage your health care. For example, a chiropractor treating you for lower back pain may need to know and obtain the results of your latest physician examination or last treatment plan.

(b) **Payment** – To get paid for services provided to you, the Practice may provide your PHI, directly or through a billing service, to a third party who may be responsible for your care, including insurance companies and health plans. If necessary, the Practice may use your PHI in other collection efforts with respect to all persons who may be liable to the Practice for bills related to your care. For example, the Practice may need to provide the Medicare program with information about health care services that you received from the Practice so that the Practice can be reimbursed. The Practice may also need to tell your insurance plan about treatment you are going to receive so that it can determine whether or not it will cover the treatment expense.

(c) **Health Care Operations** – To operate in accordance with applicable law and insurance requirements, and to provide quality and efficient care, the Practice may need to compile, use and disclose your PHI. For example, the Practice may use your PHI to evaluate the performance of the Practice’s personnel in providing care to you.

2. The Practice may also use and disclose your PHI without your consent or authorization in the following instances:

(a) **De-identified Information** – We may use and disclose health information that may be related to your care but does not identify you and cannot be used to identify you.

(b) **Business Associate** – We may use and disclose PHI to one or more of our business associates if we obtains satisfactory written assurance, in accordance with applicable law, that the business associate will appropriately safeguard your PHI. A business associate is an entity that assists us in undertaking some essential function, such as a billing company that assists the office in submitting claims for payment to insurance companies.

(c) **Personal Representative** – We may use and disclose PHI to a person who, under applicable law, has the authority to represent you in making decisions related to your health care.

(d) **Emergency Situations** – We may use and disclose PHI for the purpose of obtaining or rendering emergency treatment to you provided the Practice attempts to obtain your acknowledgement of our Privacy Notice as soon as possible. OR, we may also use and disclose PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts, for the purpose of coordinating your care with such entities in an emergency situation.

(e) **Public Health Activities** – We may use and disclose PHI when required by law to provide information to a public health authority to prevent or control disease.

(f) **Abuse, Neglect or Domestic Violence** – We may use and disclose PHI to a government authority when authorized by law to provide information if it believes that the disclosure is necessary to prevent serious harm.

(g) **Health Oversight Activities** – We may use and disclose PHI when required by law to provide information in criminal investigations, disciplinary actions, or other activities relating to the community’s health care system.

(h) **Judicial and Administrative Proceeding** – We may use and disclose PHI in response to a court order or a lawfully issued subpoena.

(i) **Law Enforcement Purposes** – We may use and disclose PHI, when authorized, to a law enforcement official. For example, your PHI may be the subject of a grand jury subpoena, or if the Practice believes that your death was the result of criminal conduct.

(j) **Coroner or Medical Examiner** – We may use and disclose PHI to a coroner or medical examiner for the purpose of identifying you or determining your cause of death.

(k) **Organ, Eye or Tissue Donation** – We may use and disclose PHI if you are an organ donor to the entity to whom you have agreed to donate your organs.

(l) **Research** – We may use and disclose PHI subject to applicable legal requirements if the Practice is involved in research activities.

(m) **Avert a Threat to Health or Safety** – We may use and disclose PHI if it believes that such disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to an individual who is reasonably able to prevent or lessen the threat.

(n) **Specialized Government Functions** – We may use and disclose PHI when authorized by law with regard to certain military and veteran activity.

(o) **Workers' Compensation** – We may use and disclose PHI if you are involved in a Workers' Compensation claim to an individual or entity that is part of the Workers' Compensation system.

(p) **National Security and Intelligence Activities** – We may use and disclose PHI to authorized governmental officials with necessary intelligence information for national security activities and purposes authorized by law.

(q) **Military and Veterans** – We may use and disclose PHI if you are a member of the armed forces, as required by the military command authorities.

3. Other examples of how the Practice may use your protected health information:

(a) **Appointment Reminders** – We may, from time to time, contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you. The following appointment reminders may be used by the Practice: 1) a postcard mailed to you at the address provided by you; and 2) telephoning your home and leaving a message on your answering machine or with the individual answering the phone.

(b) **Facsimile Transmissions** – We may from time to time transmit information about you to insurers, other health care professionals and providers, and appropriate governmental agencies utilizing facsimile transmissions.

(c) **Directory/Sign-In Log** – We maintain a sign-in log at our reception desk for individuals seeking care and treatment in the office. The sign-in log is located in a position where staff can readily see who is seeking care in the office, as well as the individual's location within the Practice's office suite. This information may be seen by, and is accessible to, others who are seeking care or services in our offices.

(d) **Family/Friends** – We may disclose to a family member, other relative, a close personal friend, or any other person identified by you, your PHI directly relevant to such person's involvement with your care or the payment for your care. The Practice may also use or disclose your PHI to notify or assist in the notification (including identifying or locating) a family member, a personal representative, or another person responsible for your care, of your location, general condition or death. However, in both cases, the following conditions will apply:

(i) If you are present at or prior to the use or disclosure of your PHI, the Practice may use or disclose your PHI if you agree, or if the Practice can reasonably infer from the circumstances, based on the exercise of its professional judgment, that you do not object to the use or disclosure.

(ii) If you are not present, the Practice will, in the exercise of professional judgment, determine whether the use or disclosure is in your best interests and, if so, disclose only the PHI that is directly relevant to the person's involvement with your care.

(e) **Authorizations** - Uses and/or disclosures, other than those described above, will be made only with your written Authorization.

## **YOUR RIGHTS**

### 1. You have the right to:

(a) Revoke any Authorization or consent you have given to the Practice, at any time. To request a revocation, you must submit a written request to the Practice's Privacy Officer.

(b) Request restrictions on certain uses and disclosures of your PHI as provided by law. However, the Practice is not obligated to agree to any requested restrictions. To request restrictions, you must submit a written request to the Practice's Privacy Officer. In your written request, you must inform the Practice of what information you want to limit, whether you want to limit the Practice's use or disclosure, or both, and to whom you want the limits to apply. If the Practice agrees to your request, the Practice will comply with your request unless the information is needed in order to provide you with emergency treatment.

(c) Receive confidential communications or PHI by alternative means or at alternative locations. You must make your request in writing to the Practice's Privacy Officer. The Practice will accommodate all reasonable requests.

(d) Inspect and copy your PHI as provided by law. To inspect and copy your PHI, you must submit a written request to the Practice's Privacy Officer. The Practice can charge you a fee for the cost of copying, mailing or other supplies associated with your request. In certain situations that are defined by law, the Practice may deny your request, but you will have the right to have the denial reviewed as set forth more fully in the written denial notice.

(e) Amend your PHI as provided by law. To request an amendment, you must submit a written request to the Practice's Privacy Officer. You must provide a reason that supports your request. The Practice may deny your request if it is not in writing, if you do not provide a reason in support of your request, if the information to be amended was not created by the Practice (unless the individual or entity that created the information is no longer available), if the information is not part of your PHI maintained by the Practice, if the information is not part of the information you would be permitted to inspect and copy, and/or if the information is accurate and complete. If you disagree with the Practice's denial, you will have the right to submit a written statement of disagreement.

(f) Receive an accounting of disclosures of your PHI as provided by law. To request an accounting, you must submit a written request to the Practice's Privacy Officer. The request must state a time period, which may not be longer than six (6) years and may not include dates before April 14, 2003. The request should indicate in what form you want the list (such as a paper or electronic copy). The first list you request within a twelve (12) month period will be free, but the Practice may charge you for the cost of providing additional lists. The Practice will notify you of the costs involved and you can decide to withdraw or modify your request before any costs are incurred.

(g) Receive a paper copy of this Privacy Notice from the Practice upon request to the Practice's Privacy Officer.

(h) Complain to the Practice or to the Secretary of if you believe your privacy rights have been violated. To file a complaint with the Practice, you must contact the Practice's Privacy Officer. All complaints must be in writing.

To obtain more information about your privacy rights or if you have questions you want answered about your privacy rights you may contact the Practice's Privacy Officer, Brenda Proffitt at 1410 N. 13<sup>th</sup> St., Norfolk, NE 68701, Ph. (402) 379-2322 or via email at [bproffitt@midwesthealthpartners.com](mailto:bproffitt@midwesthealthpartners.com).

## **PRACTICE'S REQUIREMENTS**

### 1. The Practice:

(a) Is required by federal law to maintain the privacy of your PHI and to provide you with this Privacy Notice detailing the Practice's legal duties and privacy practices with respect to your PHI.

(b) Under the Privacy Rule, may be required by State law to grant greater access or maintain greater restrictions on the use or release of your PHI than that which is provided for under federal law.

(c) Is required to abide by the terms of this Privacy Notice.

(d) Reserves the right to change the terms of this Privacy Notice and to make the new Privacy Notice provisions effective for all of your PHI that it maintains.

(e) Will distribute any revised Privacy Notice to you prior to implementation.

(f) Will not retaliate against you for filing a complaint.

## **EFFECTIVE DATE**

This Notice is in effect as of 04/14/03.

# **Midwest Health Partners & Midwest Connect Care Site Privacy Policy**

1. Introduction. Midwest Health Partners and Midwest Connect Care, Inc. ("Midwest Connect Care", "we", "us", or "our") operates the website located at [www.midwestconnectcare.com](http://www.midwestconnectcare.com) ; [www.mwhp.com](http://www.mwhp.com) ; [www.midwesthealthpartners.com](http://www.midwesthealthpartners.com) and other related websites and mobile applications with links to this Privacy Policy (collectively, the "Site"). Through the Site, we operate an online service enabling members ("Members") to receive telehealth services from various healthcare providers (the "Services"). We developed this privacy policy ("Privacy Policy") to explain how we collect, use, and disclose information from and/or about you when you use the Site or the Services.

THE SITE WILL BE COLLECTING AND TRANSMITTING PERSONAL, MEDICAL AND HEALTH-RELATED INFORMATION ABOUT YOU. BY USING THE SITE, YOU AGREE THAT WE CAN COLLECT AND USE YOUR PERSONAL AND OTHER INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.

2. Important Definitions. When we use the term "Personal Information" in this Privacy Policy, we mean information about you that is personally identifiable to you, such as your contact information (e.g., name, address, email address, or telephone number), personally identifiable health or medical information ("Health Information"), and any other non-public information that is associated with such information (collectively, "Personal Information"). When we use the term "De-Identified Information", we mean information that is neither used nor intended to be used to personally identify an individual. Lastly, when we use the term "Cookies", we mean the small pieces of information that a Site sends to your browser while you are viewing a website.

3. Questions. If you have questions or concerns about this Privacy Policy, please contact us by sending an email to [connectcare@midwesthealthpartners.com](mailto:connectcare@midwesthealthpartners.com)

4. HIPAA. Our privacy practices are intended to comply with the Health Insurance Portability and Accountability Act ("HIPAA"). We will maintain the privacy of your Health Information as required by HIPAA and the regulations promulgated under that Act. We encourage you to review our Notice of Privacy Practices, which describes how we may use and disclose your Health Information.

5. Children under age 18. We do not knowingly allow individuals under the age 18 to create Accounts that allow access to our Site.

6. The Personal information we collect or maintain may include:

- Your name, age, email address, username, password, and other registration information
- Health Information that you provide us, which may include information or records relating to your medical or health history, health status and laboratory testing results, diagnostic images, and other health related information
- Health information about you prepared by the health care provider(s) who provide the Services through the Site such as medical records, treatment and examination notes, and other health related information

- Billing information that you provide us, such as credit card information
- Information about the computer or mobile device you are using, such as what Internet browser you use, the kind of computer or mobile device you use, and other information about how you use the Site
- Other information you input into the Site or related services

7. We may use your Personal Information for the following purposes (subject to applicable legal restrictions):

- To provide you with the Services
- To improve the quality of healthcare through the performance of quality reviews and similar activities
- To create De-identified Information such as aggregate statistics relating to the use of the Service
- To notify you when Site updates are available,
- To market and promote the Site and the Services
- To fulfill any other purpose for which you provide us Personal Information
- For any other purpose for which you give us authorization

8. We may also disclose Personal Information that we collect or you provide (subject to applicable legal restrictions):

- To our subsidiaries and affiliates. (Including, but not limited to AET Nebraska, LLC, Midwest Ob/Gyn, Midwest Health Partners, and Convenient Clinic of Midwest Health)
- To contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
  - As required by law, which can include providing information as required by a court order.
  - When we believe in good faith that disclosure is necessary to protect your safety or the safety of others, to protect our rights, to investigate fraud, or to respond to a government request.
  - To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Midwest Health Partner's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which Personal Information maintained by the Site is among the assets transferred.
  - For any other purpose disclosed by us when you provide the information.

9. Information We Collect via Technology. As you use the Site or the Service, certain information may be passively collected by Cookies, navigational data like Uniform Resource Locators (URLs) and third party tracking services, including:

- Site Activity Information. We may keep track of some of the actions you take on the Site, such as the content of searches you perform on the Site.
- Access Device and Browser Information. When you access the Site from a computer or other device, we may collect anonymous information from that device, such as your Internet protocol address, browser type, connection speed and access times (collectively, "Anonymous Information").
- Cookies. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies to make the Site and Service easier to use, to make our advertising better, and to protect both you and Midwest Connect Care. You can instruct your browser, by changing its options, to stop accepting Cookies or to prompt you before accepting a Cookie from the websites you visit. If you do not accept Cookies, however, you will not be able to stay logged in to the Site. We presently do not honor "Do Not Track" requests across all part of our Site.
- Third Party E-Commerce Provider. Our shopping cart is hosted by our e-commerce solutions provider. They host our ordering system, and collect your billing information directly from you for the purpose of processing your order. Our company does not use this information for any other purpose.
- Mobile Services. We may also collect non-personal information from your mobile device or computer. This information is generally used to help us deliver the most relevant information to you. Examples of information that may be collected and used include how you use the application(s) and information about the type of device or computer you use. In addition, in the event our application(s) crashes on your mobile device we will receive information about your mobile device model software version and device carrier, which allows us to identify and fix bugs and otherwise improve the performance of our application(s).

10. De-Identified Information. We may use De-Identified Information created by us without restriction.

11. Information You Share With Third Parties. This Privacy Policy applies only to information we collect through the Site and in email, text and other electronic communications set through or in connection with the Site. This policy DOES NOT apply to information collected by any third party. When you click on links on the Site you may leave our site. We are not responsible for the privacy practices of other sites, and we encourage you to read their privacy statements.
12. Modification of Information. Members will not be able to update their information through the Site. Requests to modify any information may also be submitted directly to [connectcare@midwesthealthpartners.com](mailto:connectcare@midwesthealthpartners.com)
13. Limitations on Deletion of Information. You may request deletion of your Personal Information by us, but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete Personal Information, it will be deleted from the active database, but may remain in our archives and we may also retain Anonymous Information about your use of our Service. Once we disclose some of your Personal Information to third parties, we may not be able to access that Personal Information any longer and cannot force the deletion or modification of any such information by the parties to whom we have made those disclosures. After we delete Personal Information, we will retain De-Identified Data and will continue to use De-Identified Data as permitted under this Privacy Policy.
14. Steps we take to keep your information secure. We employ reasonable physical, electronic and managerial security methods to help protect against unauthorized access to Personal Information, such as encryption. But please be aware that no data transmission over the Internet or data storage facility can be guaranteed to be perfectly secure. As a result, while we try to protect your Personal Information, we cannot ensure or guarantee the security of any information you transmit to us, and you do so at your own risk.
15. Report Violations. You should report any security violations to us by sending an email to [connectcare@midwesthealthpartners.com](mailto:connectcare@midwesthealthpartners.com)
16. Changes to this Privacy Policy. We may change this Privacy Policy from time to time in the future. We will post any revised version of the Privacy Policy on this page. Continued use of our Service following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. By using the Site, you are agreeing to our collection, use and disposal of Personal Information and other data as described in this Privacy Policy, both as it exists now and as it is changed from time to time.