

Terms of Use and Privacy Policy for Sutter Health's Employer Wellness Program Participants

TERMS OF USE

Please review the following agreement. The agreement addresses the services provided, confidentiality and security of your personal information, copyright issues related to your use of this website (the "Site"), and other important information about our Site.

The Service

This service 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 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. To ensure privacy of your data, never share the username and password for this Site with anyone who you do not want to access your data. Please review our Privacy Policy that is listed below for more information about how we protect your privacy.

Participation in the wellness program is completely voluntary. Completion of the Health Risk Assessment (HRA) is a requirement to gain access to the other services and resources available

through this Site. The information from your HRA, including the information related to your current diagnosis and the prescriptions medications you are taking, will be used to provide you with information to help you understand your current health and potential risk. In addition, this information may also be used to offer you services through the wellness program. We are required by law to maintain the privacy and security of any personally identifiable health information collected through this HRA. Your health information will be protected in accordance with HIPAA privacy and security rules, and will never be shared with your employer without your explicit consent. By completing the HRA, you are acknowledging that you understand and agree with these terms.

By participating in this program, you agree to allow Sutter Health to release your personal information to your employer. Information to be disclosed:

- First Name, Last Name
- Employee ID
- Date of Birth
- Event Participation Information (including type of event: biometric screening, digital campaign, online health assessment, drawing, lecture, weight loss challenge, or other program events offered by Sutter Health), name of event, date of event and/or duration of event, your participation status in regards to that event (including whether you participated in a screening, completed a Health Risk Assessment, attended a lecture, weighed in and weighed out, whether you won the challenge and/or your placement in the challenge, and whether you subscribed to the campaign), and whether or not you met the qualifying requirements.
- Biometric values obtained (such as blood pressure, cholesterol, glucose, height, weight, body mass index, or other biometric values obtained) will not be shared.

Example: Your employer may require you to complete a health assessment, a biometric screening, and one additional activity each quarter in order for you to earn a discount on your health premium. Sutter Health can let your employer know that you have met your qualifying activity requirements, and may disclose the specific activities you completed to meet the requirement, including the name of the activity, date of participation and your standing in the activity.

Sutter Health will not disclose to your employer any biometric or health information collected as a result of your participation in a biometric screening, completion of a Health Risk Assessment or participation in health coaching, whether information was provided directly by you, a health provider or other source.

Example: Your employer may see that you participated in a Weight Loss Challenge and may see that you won the weight loss challenge, but your employer will not see your weight.

Purpose: You authorize the use and disclosure of your information, as described above, for purposes related to your participation in the Sutter Health wellness program services offered through your Employer.

Expiration: Your authorization shall become effective immediately upon registration and shall remain in effect for a period of one year and twenty one (21) days beyond the current Program Date.

Restrictions: California law prohibits the recipient from making further disclosure of your health information unless the recipient obtains an additional authorization from you or unless the disclosure is required or permitted by law. This protection does not extend to recipients outside the state of California. Information disclosed pursuant to this authorization could be re-disclosed by the recipient and no longer protected by federal or state law (including California law).

Your Rights:

- You may refuse to sign (accept) this authorization, but your refusal will affect your ability to participate in the Sutter Health Wellness Program.
- You may revoke this authorization at any time. Your revocation must be in writing, signed by you or on your behalf, and delivered to this address: Sutter Health, Employer Relations and Outreach, 2880 Gateway Oaks Drive, Suite 360, Sacramento, CA 95833.
- You must submit your revocation in writing to your employer to revoke your participation and as such, remove you from eligibility.
- Your revocation will be effective upon receipt, but will have no impact on uses or disclosures made while your authorization was valid.
- You have a right to receive a copy of this authorization.
- You may inspect and obtain a copy of the health information of which you are authorizing the use or disclosure.

This information only applies if your employer offers incentives as part of this program.

- You understand that your Employer may offer incentives for participation in Sutter Health's wellness program. It is your sole responsibility to understand and meet the deadlines and requirements necessary to be eligible for these incentives.

This information only applies if your employer offers wellness coaching as part of this program.

- If your employer offers Wellness Coaching, that coach will have access to your health information.

This information only applies if your employer offers wellness screenings as part of this program.

You consent to a finger stick for the purpose of measuring your blood cholesterol and/or glucose levels. You understand that the finger stick and measurement of blood cholesterol and/or glucose will be provided by a vendor of your employer's choosing. In consideration of having your blood cholesterol or blood glucose measured, you release Sutter Health and any other organization associated with this health fair, parent and affiliated companies, and successors, assign officers, directors and employees from any and all liability arising from your

voluntary participation, or in any way connected with this finger stick for these measurements, or from the data derived there from.

Finger Stick Warning Statement: There is a very small risk of pain, bleeding, infection, and fainting from the finger stick. These complications are rare and standardized measures are used to prevent these events (cleaning the finger with alcohol prior to the stick, applying pressure to the wound afterwards, and applying a clean bandage). Please notify the person performing your finger stick if you take aspirin, warfarin (Coumadin), Plavix, Xarelto, Pradaxa or any other blood thinners. Also let them know if you faint easily or have fainted from having a needle stick in the past. If any of these statements apply to you, please consult with your physician before having the finger stick performed.

Body Fat/BMI Warning Statement: Under no circumstances are screening participants to use the Body Fat Analyzer if they have any of the following medical electronic devices: implants such as pacemakers, electronic life support systems such as an artificial heart/lung, or portable devices such as an electrocardiograph. If you are pregnant, please consult with a physician before using the Body Fat Analyzer.

You further understand that:

- The data derived from these tests are to be considered as informational only and are in no way conclusive or diagnostic.
- It is your responsibility to seek medical advice from your primary care physician for follow-up from the health screening results provided to you today.
- The results of this screening will be kept confidential and you may request a copy of Sutter Health's Notice of Privacy Practices.
- To your knowledge, you do not suffer from a bleeding disorder or similar condition.

You understand that Sutter Health may use this information to identify risks, provide education regarding how to address identified risks and contact you for participation in future health and disease management programs. You may opt out of said programs or from receiving education information at any time by contacting Sutter Health in writing at Sutter Health, 2880 Gateway Oaks Drive, Suite 360, Sacramento, CA 95833, Attn: Employer Relations, or via email at EmployerProgram@sutterhealth.org.

This information will be kept confidential and will not be provided to your insurance carrier or sold to any third party. Sutter Health will save the information you provide, and may create an online profile to store and update it. Any information shared with your employer will not identify any single individual and will only represent the workforce as a whole. It is your responsibility to follow up with your physician.

For counseling purposes, nursing staff may verbally ask employee about cholesterol, blood pressure or diabetes medications. This information will not be stored unless the employee also provided it as part of a Health Risk Assessment.

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. 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, Sutter Health 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. 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.

Intellectual Property Rights and Copyright Notice

All material contained in the Site is protected by law, including but not limited to 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 © 2001-2006 by Protocol Driven Healthcare, Inc., 600 East Court Avenue, Suite 150, Des Moines, IA 50309-2025, USA. All rights reserved.

Limitation of Liability and Warranty

Use of the Site is entirely at your own risk. The Business Affiliates 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, express 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 merchantability or fitness for a particular purpose.

Neither Sutter Health nor any of its agents, directors, employees, proprietors, business affiliates, business associates, partners, representatives, shareholders, servants, attorneys, successors and assigns will be liable for any indirect, incidental, special or consequential damages (including but not limited 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 Business Affiliates 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.

PRIVACY POLICY

This Privacy Policy is in addition to our general Terms of Use, both of which we urge you to read. By using this Site, you agree to be bound by the terms of the Privacy Policy 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 the Privacy Policy or any revised policy, please exit the Site immediately.

What Information is Collected

To have significant access to the Site, users must register. In order to register, users must provide their Employee ID number, a password, their birth date, and their gender and email. 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 your risk assessment information to help us compile general statistical data, keep in contact with our users, and provide a better interactive experience. Sutter Health uses 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 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.

Terms and Conditions for Linking Fitness Trackers to Wellness Challenges

This information only applies if you connect a fitness tracker device to a Wellness Challenge.

- You acknowledge that you are requesting that Protocol Driven Healthcare Inc. (PDHI), on behalf of Sutter Health, accept data from your fitness tracker (trackers are devices and apps that collect data on your physical activity) and to import and use this data within individual and team Wellness Challenges. You consent to PDHI's storage and use of such data as further described in these Terms and Conditions.
- You understand that your fitness tracker data feed will automatically stop when the Wellness Challenge ends. You will need to re-register your tracker for each new Wellness Challenge that you enroll in.
- You understand that once imported, this data will become a permanent part of your wellness record maintained by the Sutter Health Wellness Plan and available to the

specific individuals to whom you have given your permission to view these records, including program support staff and wellness coaches.

- You understand that the opportunity to make fitness tracker data available to your wellness record is voluntary.
- You understand you are responsible to ensure accuracy by complying with any specific instructions for use provided by the manufacturer and supplier of any trackers and apps you use, as well as complying with instructions for the Wellness Challenges in which you have enrolled.
- You understand that you may de-register your fitness tracker integration from a specific Wellness Challenge at any time, but until you do, new tracker data will be shared with your Wellness Challenge record as they become available. In the event that you de-register your fitness tracker, no further information will be shared from your tracker, but data already shared has been done so permanently and will remain in your wellness record.
- You understand that these Terms and Conditions for linking to your fitness trackers may be updated from time to time, but you will be provided the opportunity to review and consent to such changes.

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.

For More Information or to Report a Problem

If you have questions, would like additional information, or want to request an updated copy of this notice, you may contact Sutter Health Employer Wellness Program at EmployerProgram@sutterhealth.org.

If you believe we have not properly protected your privacy, have violated your privacy rights, or you disagree with a decision we have made about your rights, you may contact the Sutter Health Support Service Privacy Officer at 916-286-6616. You may also send a written complaint to the U.S. Department of Health and Human Services via the Office for Civil Rights at 90 7th Street, Suite 4-100, San Francisco, CA 94103. Sutter Health will ensure that the wellness related services you receive will in no way be impacted if you file a complaint. Effective Date: January 2017.