

**FIT PARSONS strives to entrust patients, doctors and colleagues in a secure setting and your privacy is of utmost importance.**

# NOTICE OF PRIVACY PRACTICES

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

## Understanding Your Health Record/Information

Each time you visit a healthcare provider; a record of your visit is made. Typically, this record contains your symptoms, examination and test results, diagnoses, treatment, and a plan for future care or treatment. This information, often referred to as your health or medical record, serves as a:

- basis for planning your care and treatment;
- means of communication among the many health professionals who contribute to your care;
- legal document describing the care you received;
- means by which you or a third party payer can verify that services billed were actually provided;
- tool in educating health professionals;
- source of data for medical research;
- source of information for public health officials charged with improving the health of the nation;
- source of data for facility planning and marketing; and
- tool with which we can assess and continually work to improve the care we render and the outcomes we achieve.

Understanding what is in your record and how your health information is used helps you to:

- ensure its accuracy;
- better understand who, what, when, where and why others may access your health information;
- make more informed decisions when authorizing disclosure to others.

## Your Health Information Rights:

Although your health record is the physical property of the healthcare practitioner or facility that compiled it, the information belongs to you. You have the right to:

- request a restriction on certain uses and disclosures of your information;
- obtain a paper copy of the notice of information practices upon request;
- inspect and copy your health record;
- amend your health record;
- obtain an accounting of disclosures of your health information;
- request communications of your health information by alternative means or at alternative locations;
- revoke your authorization to use or disclose health information except to the extent that action has already been taken.

## Our Responsibilities:

This organization is required to:

- maintain the privacy of your health information according to Health Insurance Portability and Accountability Act of 1996 (HIPPA).;

- provide you with a notice as to our legal duties and privacy practices with respect to information we collect and maintain about you;
- abide by the terms of this notice;
- notify you if we are unable to agree to a requested restriction;
- accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.

We reserve the right to change our practices and to make the new provisions effective for all protected health information we maintain. Should our information practices change, we will mail a revised notice to the address you've supplied us.

We will not use or disclose your health information without your authorization, except as described in this notice.

**For More Information or to Report a Problem**

If have questions and would like additional information, you may contact Stacey Parsons at 510-579-3969

If you believe your privacy rights have been violated, you can file a complaint with the Director of Health Information Management or with the Secretary of Health and Human Services. There will be no retaliation for filing a complaint.

**Examples of Disclosures for Treatment, Payment and Health Operations**

*We will use your health information for treatment.*

*We will use your health information for regular health system improvement operations.*

**Other Uses or Disclosures**

*Notification:* We may use or disclose information to notify or assist in notifying a family member, personal representative, or another person responsible for your care, your location, and general condition.

*Communication with Family:* Health professionals, using their best judgment, may disclose to a family member, other relative, close personal friend or any other person you identify, health information relevant to that person's involvement in your care or payment related to your care.

*Research:* We may disclose information to researchers when their research has been approved by an Institutional Review Board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.

*Funeral Directors:* We may disclose health information to funeral directors consistent with applicable law to carry out their duties.

*Organ Procurement Organizations:* Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

*Marketing:* We may 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.

*Food and Drug Administration (FDA):* We may disclose to the FDA health information relative to adverse events with respect to food, supplements, product and product defects or post marketing surveillance information to enable product recalls, repairs or replacement.

<i>Workers Compensation:</i> We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.
<i>Public Health:</i> As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury or disability.
<i>Correctional Institution:</i> Should you be an inmate of a correctional institution, we may disclose to the institution or agents thereof, health information necessary for your health, and the health and safety of other individuals.
<i>Law Enforcement:</i> We may disclose health information for law enforcement purposes as required by law, or in response to a valid subpoena.
Federal law makes provision for your health information to be released to an appropriate health oversight agency, public health authority or attorney, provided that a workforce member or business associate believes in good faith that we have engaged in unlawful conduct or have otherwise violated professional or clinical standards and are potentially endangering one or more patients, workers or the public.

**PERSONAL INFORMATION COLLECTION, USE & CONTROL**

**Accessing and Changing Your Account Information**

You can review the Personal Information you provided us and make any desired changes to the information you provide, including email and contact preferences, at any time by emailing [info@fitparsons.com](mailto:info@fitparsons.com). Please be aware that even after your request for a change is processed, FIT PARSONS may, for a time, retain residual information about you in its backup and/or archival copies of its database.

**Consent for FIT PARSONS to Use the Information You Provide**

Certain information you provide to FIT PARSONS may reveal your nationality, ethnic origin, religion or other aspects of your private life, and generally about you. Please be aware that in providing information to FIT PARSONS for the purposes of providing the most accurate and comprehensive patient care, you are expressly and voluntarily accepting the terms and conditions of this Privacy Policy and FIT PARSONS User Agreement and you are CONSENTING TO TREATMENT with FIT PARSONS as deemed appropriate based on your evaluation findings. The supplying of all such information by you to FIT PARSONS including all information deemed “sensitive” by applicable law, is entirely voluntary on your part. You have the right to withdraw your consent at any

time, in accordance with the terms of this Privacy Policy and the User Agreement, but please note that your withdrawal of consent will not be retroactive.

### **FIT PARSONS Communications to You**

FIT PARSONS will communicate with you through email, notices, phone and text. Our communications to you include emails that help inform Users of FIT PARSONS' various services. You can change your email and contact preferences at any time by updating your communication preferences.

### **Newsletter Opt-Out**

You may choose to stop receiving FIT PARSONS Newsletters by following the unsubscribe instructions included in these emails or you can contact us at [info@fitparsons.com](mailto:info@fitparsons.com)

### **Your Obligations**

You must, at all times, respect the terms and conditions of the then-current Privacy Policy and the Terms of Service.

### **Changes to this Privacy Policy**

Please review this privacy policy frequently as we will modify it at any time. If we make material changes to this policy, we will notify you here, or by email. By continuing to use the services provided by FIT PARSONS after notice of changes have been sent to you, you are consenting to the changes.

### **CONTACT US**

**If you have questions or comments about this privacy policy, please email us at [info@fitparsons.com](mailto:info@fitparsons.com) or contact us at 510-579-3969.**

# Terms of Service

This User Agreement (“Agreement”) is between you and FIT PARSONS. Your rights and obligations under this Agreement and in using this Site are not assignable. Your use and access of the web site constitutes your acceptance, without modification, of the terms, conditions and notices contained herein. In addition, when using particular site services, you shall be subject to any posted guidelines, rules, and policies applicable to such services that may be posted from time to time. All such guidelines, rules, and policies are hereby incorporated by reference into this Agreement.

By using this web site, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU ACCEPT THE TERMS THEREOF. Please read the following terms carefully. If you do not agree to the terms and conditions of this Agreement, you may not access, view, obtain goods or services from, or otherwise use this web site.

You acknowledge that you are 13 years of age or older, and, if under the age of 18, are using this web site under the supervision of a parent, legal guardian, or other responsible adult. Children under the age of 13 are not allowed to visit or otherwise use our Site. You agree to the terms and conditions of the FIT PARSONS Privacy Policy, hereby incorporated by reference, which details the ways in which we and other parties might use personal information that belongs to you. In accordance with this Policy, we may use information and materials received from you or collected through your use of our Site.

You are responsible for regularly reviewing this User Agreement. FIT PARSONS reserves the right, at its sole discretion, to change, modify, add, remove or terminate any portion of this Agreement, in whole or in part, at any time, without prior notice.

We reserve the right to release information to the proper authorities, as a result of a violation of our standards or unlawful acts, if the information is subpoenaed and/or if we deem it necessary and/or appropriate. FIT PARSONS has the right, but not the obligation, to refuse service at its sole discretion.

You hereby waive all rights to any claim against FIT PARSONS for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.

You will be responsible for your own communications and its consequences. FIT PARSONS does not represent or guarantee the truthfulness, accuracy, or reliability of any material posted. FIT PARSONS reserves the right to expel users and prevent their further access to the website for violating this Agreement or violating the law.

FIT PARSONS may immediately, without prior notice, issue a warning, temporarily suspend, indefinitely suspend, or terminate your use of and access to the Site, at our sole discretion, for any reason, whether with or without cause or warning, and without liability. Your sole remedy against FIT PARSONS in the event of a dispute arising out of this Agreement, the Site or your use thereof, is to terminate this Agreement by ceasing your use of the Site. In the event of termination of this Agreement, FIT PARSONS may delete and/or store, in its discretion, data associated with your use of the Site. FIT PARSONS may also change, suspend, or discontinue any aspect of the website at any time, including the availability of any website feature, database, or content.

The website contains information about FIT PARSONS. While this information was believed to be accurate as of the date prepared, we disclaim any liability arising from its accuracy and any duty or obligation to update this information or any other content. Our Site may include statements concerning our operations. When used on our Site, words like “anticipates,” “expects,” “believes,” “estimates,” “seeks,” “plans,” “intends,” and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. FIT PARSONS makes no warranty, express or implied, with respect to the content, information,

or services provided through, or in conjunction with, the website. We make no guarantee of the accuracy, correctness or completeness of any information on the Site, and shall not be responsible for: (i) any errors of omission arising from the use of such information. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. You acknowledge that neither FIT PARSONS nor its website, are engaged in rendering legal, medical, counseling, or other professional services or advice. We encourage you to seek appropriate professional advice for any situation or problem that you may have. FIT PARSONS has the right, but not the obligation, to correct any errors or omissions in any portion of the website.

YOU AGREE THAT YOUR USE OF THE WEB SITE IS AT YOUR OWN RISK. THE WEB SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, SERVICES, MATERIALS, AND/OR INFORMATION MADE AVAILABLE OR DISCUSSED ON OR ACCESSED THROUGH THE WEB SITE, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL FIT PARSONS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEB SITE OR WITH THE DELAY OR INABILITY TO USE SAME, OR WITH HYPERTEXT OR GRAPHIC LINKS TO THIRD PARTIES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEB SITE OR ANY LINKED SITE, OR FOR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THE WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF SAME, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF FIT PARSONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND EVEN IF SUCH DAMAGES RESULT FROM FIT PARSONS' NEGLIGENCE OR GROSS NEGLIGENCE. FURTHER, FIT PARSONS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEB SITE OR ANY MATERIALS OR CONTENT CONTAINED OR AVAILABLE THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT

DEFECTS WILL BE CORRECTED, OR THAT THE WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, FIT PARSONS LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ADDITIONAL DISCLAIMERS APPEAR WITHIN THE BODY OF THIS SITE AND ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THIS SITE OR THE MATERIAL CONTAINED THEREIN, SUCH GREATER RESTRICTIONS SHALL APPLY.

The links found on the web site will let you leave our website and go to sites operated by parties other than FIT PARSONS. The linked sites are not under the control of FIT PARSONS and we are not responsible for the contents of any linked site or any link contained in a linked site that are not owned and operated by FIT PARSONS, or any changes or updates to such sites. Such links by the website to sites maintained by third parties do not constitute an endorsement, guaranty, or warranty by FIT PARSONS, or any of its affiliates, of any third party or their content, nor the existence of a partnership, joint venture, agency, or other relationship between FIT PARSONS, or any of its affiliates, and any linked third party or their content. FIT PARSONS does not assume any responsibility or liability for the actions, product, content and/or information of these and other third parties and/or their web sites. You should carefully review their privacy statements and other conditions of use.

This Agreement shall be governed and constructed in accordance with the laws of the State of California without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court.

Any cause of action you may have with respect to your use of the web site must be commenced within one year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent

permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

You shall defend or settle at your sole expense any claim or suit, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, (collectively, an “Action”) against FIT PARSONS and/or each of its affiliates, directors, officers, agents, employees or sublicensees, (collectively, the “Indemnitee”) to the fullest extent permitted by law. You shall indemnify and hold harmless the Indemnitee from and against any and all damages, costs, liabilities and attorneys’ fees incurred in defending and/or resolving such Action.

Notices under this Agreement shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested. This Agreement and our Privacy Policy contain the entire agreement between you and FIT PARSONS with respect to this Site. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and FIT PARSONS with respect to this Site. Any rights not expressly granted herein are reserved.

#### COPYRIGHT

The content, organization, graphics, design, compilation, digital conversion, and other matters related to the web site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights as a collective work and/or compilation, pursuant to international conventions and U.S. and other copyright laws. Other product and company names mentioned herein may be the trademarks of their respective owners. The contents, and every part thereof, of the web site are only for your personal, non-commercial use. You do not acquire ownership rights to any content, document, or other materials viewed through our Site. The posting of information or materials on the web site does not constitute a waiver of any right in such information and materials. You will abide by any and all additional copyright notices, information, or restrictions contained in any content on our Site. Unless otherwise prohibited from doing so, you may download and make one (1) copy of the content and other downloadable items displayed on the web site for your personal, noncommercial use only, provided that you

maintain all copyright and other notices contained in such content. Any copying, republication, or redistribution of website content, including by caching, framing, or similar means, is expressly prohibited without the prior written consent of FIT PARSONS and/or the respective intellectual property rights holder identified in the subject content.

## **SITE USE TRACKING**

FIT PARSONS uses cookies and web log files to track site usage in the same way most sites do. A cookie is a small data file that resides on your computer, and is accessed through the browser, which allows FIT PARSONS to recognize you as a User when you return to [www.fitparsons.com](http://www.fitparsons.com) using the same computer and web browser. We also use cookies to improve the quality of our service by storing User preferences and customizing your experience accordingly. You can set your browser to refuse all cookies or to indicate when a cookie is being sent if you prefer.

### **Log Files, IP Addresses and Device Information**

When you visit the FIT PARSONS website from another site we automatically receive the URL of the site from which you came and the site to which you are going when you leave [www.fitparsons.com](http://www.fitparsons.com). FIT PARSONS also receives the internet protocol (“IP”) address of your computer (or the proxy server you use to access the World Wide Web), your computer operating system and type of web browser you are using, email patterns, mobile device operating system (if you are accessing FIT PARSONS using a mobile device), as well as the name of your ISP or your mobile carrier. We use this information to analyze overall trends to help improve the service. The linkage between your IP address and your personally identifiable information is not shared with any third parties.

### **Security**

We use a secure, respected hosting provider to store and serve our site and data. We use firewalls and other access controls on our servers that are monitored to help protect against security vulnerabilities. Each and every one of our contractors servicing our sites are obligated to abide by this Privacy Policy. Only authorized contractors servicing our sites are permitted to have access to your Personal Information, and such access is limited by need. Since the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any information you transmit

to FIT PARSONS. There is no guarantee that the information may not be accessed, copied, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

Any improper collection or misuse by unauthorized third parties of personally information, or other information provided on the site is a violation of the terms of use and should be reported to [info@fitparsons.com](mailto:info@fitparsons.com)

**Sharing Information with Third Parties**

FIT PARSONS takes the privacy of Users very seriously. We do not sell, rent, or otherwise provide your private information to third parties for marketing or other purposes.

**Legal Disclaimer**

It is possible that we may need to disclose Personal Information when required by law, such as responses to civil or criminal subpoenas, or other requests by law enforcement personnel. We will disclose such information when we have a good-faith belief that it is necessary to comply with a court order, ongoing judicial proceeding, subpoena, or other legal process or request to FIT PARSONS brought in any country throughout the world, or to exercise our legal rights or defend against legal claims.

**Disclosures to Others**

We may also disclose your personal and other information you provide, to another third party as as it relates to and is pertinent to your care.

<b>FIT PARSONS NOTICE OF PRIVACY PRACTICES AND TERMS OF SERVICE AGREEMENT</b>
By signing below, I acknowledge that I have been provided with a copy of the Notice of Privacy Practices and Terms of Service Agreement and have therefore been advised of how health information about me may be used and disclosed by FIT PARSONS and how I may obtain access to and control this information.

For a Summary of your Privacy Rights covered under HIPPA, please download:

<https://www.hhs.gov/sites/default/files/privacysummary.pdf>

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
Name of Minor Child

\_\_\_\_\_  
Signature (of Self or Parent/Guardian)

\_\_\_\_\_  
Date