

## Vendor Pro Privacy Policy

Throughout this notice, the words "we", and "us" mean Vendor Pro Corporation and any other entity that we may include from time to time as a member of our organized health care arrangement. "You" refers to anyone who receives health care services or products from us. "Health information" means any information, whether oral, written or recorded in any form, that we create or receive relating to your past, present or future health or health care payment.

**HOW WE MAY USE AND DISCLOSE YOUR HEALTH INFORMATION.** We are required by law to give you this Notice explaining that we use and disclose your health information for the following purposes:

- **Treatment.** We will use your health information to provide you with health care services or products. We may share your health information with doctors and others who are involved in your care and who are part of the entity providing your care. With your consent (or the consent of your legal representative), we may share certain health information specified by you with your family members or others involved in your care, or other entities or individuals outside VendorPro.
- **Payment.** We may use and disclose health information about you so that we can bill any applicable payers or programs for your health care services or products. If your insurer or health plan requires prior approval or other notice in order to determine whether they will pay for those services or products, we may disclose your health information to them - unless you have asked that we not bill your insurer or plan.
- **Health Care Operations.** We may use and disclose information about you within Vendor Pro to manage and improve our business. This includes quality assessment activities, licensing and accreditation activities, obtaining legal and accounting services, and business planning and management. Other people and companies who are not employees or affiliates of Vendor Pro may help us run our business. These people and/or companies are our "business associates." We may give them limited access to your health information if they need it to do what we have hired them to do and they agree to safeguard your information.
- **Treatment Alternatives.** We may use and disclose your health information to contact you to provide information about treatment alternatives.
- **Individuals Involved in Your Care.** If you agree, we may give certain health information about you to a friend or family member involved in your care or obtaining payment related to your care. If you cannot agree because of incapacity or emergency circumstances, we may disclose your health information as necessary if we determine that it is in your best interest, based on our professional judgment. We may disclose information about you to an organization assisting in a disaster relief effort so that your family can be notified about your condition, status and location.
- **Research.** We will not use or disclose any health information that identifies you or can be used to identify you for any research purposes unless you agree in writing or we follow state law procedures for attempting to notify you of our research request. If you want to participate in clinical research trials involving treatment, you will be asked to sign additional authorizations, either by us or by the entity or person conducting the research trial(s).
- **Workers' Compensation.** We may release health information about you for workers' compensation or similar programs to the extent authorized and necessary to comply with related laws. These programs provide benefits for work-rel In addition to the above-listed purposes, we may need to use or disclose your health information, and we will do so without your authorization, for the following purposes:
  - To the government for public health activities as permitted or required by law to report disease statistics, births and deaths, child or vulnerable adult abuse or neglect, domestic violence, reactions to medications, problems with products, and disease exposures;
  - To a health oversight agency for audits, investigations, inspections, and licensure activities;
  - To prevent a serious and imminent threat to the health or safety of a person or the public, or to help the police apprehend an individual involved in a violent crime which may have seriously harmed someone;
  - To organ procurement organizations to facilitate organ or tissue donation and transplantation, consistent with applicable law;
  - To a law enforcement official in response to a court order, subpoena, warrant, summons or similar process; to identify or locate a suspect, witness, or missing person; to identify a victim of crime if, under certain limited circumstances, we are unable to obtain the victim's agreement; or in emergency circumstances to report the location and perpetrator of a crime;

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- To a health oversight agency for audits, investigations, inspections, and licensure activities;
- To prevent a serious and imminent threat to the health or safety of a person or the public, or to help the police apprehend an individual involved in a violent crime which may have seriously harmed someone;
- To organ procurement organizations to facilitate organ or tissue donation and transplantation, consistent with applicable law;
- To a law enforcement official in response to a court order, subpoena, warrant, summons or similar process; to identify or locate a suspect, witness, or missing person; to identify a victim of crime if, under certain limited circumstances, we are unable to obtain the victim's agreement; or in emergency circumstances to report the location and perpetrator of a crime;
- To a court or party in litigation in response to a valid court or administrative order;
- To a coroner or funeral director as permitted or required by law to identify a deceased person, determine the cause of death, or otherwise as necessary to carry out their duties;
- If you are an inmate of a correctional institution, to the institution as necessary for your health and the health and safety of other individuals;
- For military, national security or lawful intelligence activities; or
- As otherwise as permitted or required by law.

*Uses and disclosures of your health information, other than those described above will be made only with your written authorization. You may revoke that authorization in writing at any time, but we cannot take back any disclosures we already made in reliance on a previous authorization. We do not use or disclose Patient Health Information (PHI) for marketing purposes, fundraising communications, nor use PHI for sale. Any other use of PHI, including psychotherapy notes (where appropriate), will only occur with authorization from you.*

**YOUR RIGHTS TO YOUR HEALTH INFORMATION.** You have the following rights regarding the health information we maintain about you:

- **Rights to Inspect and Copy.** With some exceptions, you have the right to inspect and request a copy of your records if we have or use those records and they include health information about you. To inspect and request a copy of records containing your health information, you must submit your request in writing to our Privacy Officer, at the address listed at the end of this Notice. If you request a copy of the information, we may charge a fee for the costs of complying with your request. In some cases, we may deny your request to inspect and copy records; you may request that the denial be reviewed. Another licensed health care professional chosen by us will review your request and the denial; the person conducting the review will not be the person who denied your request. We will comply with the outcome of the review. When we use or maintain an Electronic Health Record with respect to PHI, you have the right to obtain from us a copy of such information in an electronic format and you may direct us to transmit such copy directly to your designee, provided that any such choice is clear, conspicuous, and specific. If you request an electronic copy of PHI that is maintained electronically in one or more record sets, we must provide you with access to the electronic information in the electronic form and format you requested, if it is readily producible, or, if not, in a readable electronic form and format as agreed to between us. If you request a form of electronic copy that we are unable to produce, we will offer other electronic formats that are available on our systems. If you decline to accept any of the electronic formats that are readily producible by us, we will provide a hard copy as an option to fulfill the access request. We will send secure emails but are permitted to send unencrypted emails once we have advised you of the risk and you still prefer the unencrypted email. A request for PHI will be provided within 30 days.

**Right to Amend.** If you feel that a record containing your health information is incorrect or incomplete, you may ask us to amend the information. You must make the request in writing and submit it to the Privacy Officer at the address listed at the end of this Notice, and you must tell us why you think the information is wrong or incomplete. We may deny your request if (among other reasons) the information was not created by us; is not included in your medical, billing or other records used to make decisions about your care; or is otherwise accurate and complete.

- **Right to an Accounting of Disclosures.** You have the right to or will receive notifications of breaches of your unsecured PHI. With limited exceptions, you have the right to request a written accounting of every disclosure of your health information we have made for up to six years prior to your request, other than disclosures to you, disclosures authorized by you in writing, and disclosures for treatment, payment and health care operations as described in this Notice. To request this accounting, you must submit your request in writing to the Privacy Officer at the address listed at the end of this Notice. Your request must state a time period, which may not be longer than six years and may not include dates before April 14, 2007. Your request should indicate in what form you want the accounting (for example, on paper or by e-mail). The first accounting you request within a 12-month period will be free. For additional accountings, we may charge you for the costs of providing the accounting; we will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.
- **Right to Request Restrictions.** You have the right to request a restriction or limitation on the health information we use or disclose about you for treatment, payment, health care operations, or to assist others' involvement in your care. You have the right to restrict certain disclosures of PHI to a health plan when health care items or services are paid out of pocket in full. We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. To request a restriction, you must make your request in writing to the Privacy Officer at the address listed at the end of this Notice. In your request, you must tell us (1) what information you want to limit; (2) whether and how you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse).
- **Right to Request Confidential Communications.** You have the right to request that we communicate health information about you in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing at the time you register with us, or to the Privacy Officer at the address listed at the end of this Notice. We will attempt to accommodate all reasonable requests.
- **Our Legal Duties and Rights.** We are required by law to protect the privacy of your health information and to provide this Notice about our legal duties and health information practices. We will comply with this Notice. We reserve the right to change our health information practices and the terms of this Notice. We reserve the right to make the changed Notice effective for health information we already have about you as well as any information we receive after the change. The Notice will contain an effective date on the first page, in the top left-hand corner.
- **Complaints.** If you believe your privacy rights have been violated, you may file a complaint with the Privacy Officer at the address listed immediately below. You may also file a complaint with the Secretary of the United States Department of Health and Human Services, Washington, D.C. You will not be penalized for filing a complaint.

#### Mailing Address

Vendor Pro Corporation  
Chief Privacy Officer  
406-219-1922  
42 Bow Perch Lane, Suite 4  
Bozeman, MT 59718

- *Uses and disclosures of your health information, other than those described above will be made only with your written authorization. You may revoke that authorization in writing at any time, but we cannot take back any disclosures we already made in reliance on a previous authorization.*

## DEVICE WARRANTY POLICY

DEVICES ENCOMPASSED BY THIS AGREEMENT ARE PROVIDED BY INDEPENDENT MANUFACTURERS AND SUPPLIERS UNDER CONTRACT WITH VENDOR PRO CORPORATION. VENDOR PRO CORPORATION IS A SERVICE VENDOR AND NOT A DEVICE MANUFACTURER. ACCORDINGLY, VENDOR PRO MAKES NO DEVICE WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DEVICES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO VERBAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VENDOR PRO OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES SHALL CREATE A WARRANTY. THE FOREGOING DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL PRECLUDE OR OTHERWISE LIMIT THE PATIENT FROM SEEKING TO RECOVER ANY LOSSES RELATED TO A BREACH OF ANY APPLICABLE DEVICE WARRANTY DIRECTLY FROM THE MANUFACTURER OF SUCH DEVICE. ALL DEVICES ENCOMPASSED BY THIS AGREEMENT AND CONSIDERED SINGLE-USE PATIENT DEVICES AND MAY NOT BE RETURNED ONCE OPENED.