

Terms and Conditions:

By accessing or using this website, you acknowledge that you have read, understand, and agree to be bound by these terms and conditions of use, and that you will comply with all applicable laws and regulations. UPMC *LifeSolutions* (*'LifeSolutions'*) may update these terms and conditions at any time, without prior notice, by posting new or amended terms on this website.

We developed this website so that current *LifeSolutions* members and people who are interested in learning more about *LifeSolutions* can get the information they want and need — 24 hours a day, seven days a week.

The purpose of the *LifeSolutions* website policy is to let visitors know how we use the data that the site collects through the visitors' browsers or by the visitors' voluntarily typing in information.

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Medical Advice Disclaimer

- The contents of the *LifeSolutions* website, such as text, graphics, images, information obtained from its licensors, and other material, are for informational purposes only and do not render medical advice or professional services. The information provided through this website should not be used for diagnosing or treating a health problem or disease. It is not a substitute for professional care. If you have or suspect you may have a health problem, you should consult your health care provider. Never disregard professional medical advice or delay in seeking it because of something you have read on the *LifeSolutions* website.
- *LifeSolutions* disclaims any liability whatsoever for any documentation, information, programs, software, or other material, which is or may become a part of the website. *LifeSolutions* does not warrant or guarantee that the information will not be offensive to any user. User is hereby put on notice that by accessing and using the website, user assumes the risk that the information and documentation contained on the website may be offensive and/or may not meet the needs and requirements of the user.
- If you think you may have a medical emergency, call your doctor or 911 immediately. If you are seeking a referral or consultation with a medical expert, please contact *LifeSolutions* toll-free at 1.800.647.3327.

LIFESOLUTIONS PRIVACY STATEMENT

Health Insurance Portability and Accountability Act (HIPAA): There are now very strict requirements on how providers involved in providing your health care handle your protected health information (PHI). One of the provisions of these federal rules is the requirement that you be provided with a detailed explanation of how your PHI is protected and the rights that you have concerning the privacy of your PHI.

While there are no federal guidelines relating to whether an employee assistance program (EAP) falls within HIPAA guidelines, LifeSolutions defers to an adherence of these guidelines to help insure your privacy

PHI is the term used in the federal rules to refer to any information that is contained in files or records that a doctor, hospital, or health plan involved in your health care have that can link or identify that information as belonging to you. These “identifiers” include information such as your name, address, Social Security number, ID numbers, or other unique identifiers. For doctors and hospitals, your PHI is found in things such as medical records and clinical charts. For an EAP such as *LifeSolutions*, your PHI is found in records such as enrollment records, clinical care notes (if you receive counseling or coaching services), and referrals made to our offices.

Use and disclosure of your PHI for treatment, payment, and health care operations

According to federal law, your PHI can be used or disclosed only by those people or companies that are subject to the HIPAA Privacy Rules for three very specific purposes: treatment, payment, and health care operations. These are often referred to as “TPO.” The following are ways that *LifeSolutions* will use or disclose your PHI:

Treatment

While treatment primarily means the care and services provided to you by your doctors and hospitals, there are certain activities that *LifeSolutions* performs that come under this definition. A few examples include:

- Providing counseling or coaching services in person or on the telephone
- Consultation with another care provider
- Signed consent made by you to discuss your compliance with care if you are mandatorily referred to *LifeSolutions* by your employer

Payment

There are payment activities that *LifeSolutions* performs, but these are generally limited to payment of claims to network providers who may provide care for you.

Health Care Operations

This is a term that refers to a wide range of activities that we need to perform to administer our health plan and to assure that we are providing you with quality care. Examples of these operations include the following:

- We may use your PHI in measuring and evaluating how effective our services were, when you complete a survey about your care.
- We may use or share your information to give you or your physician information about the status of your counseling and coaching.
- We might also call or contact you to remind you about an appointment.
- Please remember that we use your PHI only for the activities involved in treatment, payment, and operations. Furthermore, when we use your PHI, we do our best to use only the minimum necessary for the job at hand.

Disclosure that is different from use

To disclose your information means that we share it with someone outside of our company. We disclose your PHI only for treatment, payment, and operations, either:

- With others who are subject to these Privacy Rules who are also involved in your health care
- With those vendors, agents, or subcontractors with whom we have contracted to assist us in providing your *LifeSolutions* services
- In all cases of releasing information, *LifeSolutions* also adheres to federal, state, and professional requirements and strives to obtain your signed release of information before sharing any PHI.

Other uses and disclosures not requiring consent or authorization

In addition to the disclosures for the treatment, payment, and health care operations described above, the law provides that we may use/disclose your medical information without your written consent or authorization in certain circumstances, including:

- When required by federal, state, or local law
- For public health activities such as the need to report child or elder abuse or neglect
- Involvement in a lawsuit or dispute and where we are required to respond to a court or administrative order. In this situation, only the information expressly authorized by the order will be disclosed.
- Requests by law enforcement through a formal court order
- Serious threats to the health and safety of yourself or others

PRIVACY CONSIDERATIONS

LifeSolutions is absolutely committed to safeguarding your privacy. As outlined in our Privacy Statement and Notice of Privacy Practices, we keep the health information of our members in the strictest confidence. If you are not familiar with these documents, we encourage you to read them. This is the best way for you to learn the details of how we at *LifeSolutions* protect the health information of our members and the specific circumstances in which we can use and disclose the protected health information of our members.

Using “Cookies” to Monitor Website Usage

When you access the *LifeSolutions* website, we do not require you to register or otherwise provide any personal information, such as your name, social security number, or email address. We may, however, monitor and record your usage of our site during your visit. We collect this information only to enhance your experience while you are here. For example, we use the information to help make the site as user-friendly and informative as possible.

We monitor your visit to the site through the use of “cookies.” A “cookie” is a piece of data that a website can send to your browser while you are using the site. A cookie is not a computer program — it cannot read data from your computer, perform any action on your data, or embed any commands in your computer. While cookies are used to identify repeat visitors to a website, they do not contain any personally identifying information about you, such as your name, email address, user ID, or password.

Cookies cannot gather any personal information about you other than information you provide voluntarily, such as the information you enter if you choose to register on the site.

LifeSolutions uses cookies to help ensure security. By examining cookies during a visit, the website can verify that the visitor requesting an action is still the same visitor who originally logged on to the site. Cookies also keep track of aggregate statistics for a website, such as the total number of visitors that use the site, the server location from which each visitor accesses the site, and the number of pages each visitor views. *LifeSolutions* collects this information, but never provides it for sale, lease, or other arrangement with any third party. *LifeSolutions* uses the information internally as a tool to improve the quality of the information and services we offer through our website.

Most browser software lets you decide whether or not you want to allow cookies to be created. You can set your browser to notify you when a website sends a cookie to your computer. Most browsers also provide a way for you to remove cookies from your computer. If you tell your browser to deny cookies while you are visiting the *LifeSolutions* website, your visit will be terminated.

Email

We are sincerely interested in hearing from you. If you have comments or questions about this website or about *LifeSolutions*, please contact us. We may share your comments and questions with our customer service representatives or with those *LifeSolutions* employees most capable of responding to your communication. In every other respect, we will keep your comments and questions confidential.

You should be aware that your email, like most non-encrypted Internet email, might be accessed and viewed by other Internet users without your knowledge or permission. While this is not a common occurrence, we suggest you do not send sensitive or confidential information (such as your Social Security number) via email to *LifeSolutions*. It is more secure to use the telephone for confidential or sensitive communication.

INFORMATIONAL PURPOSES ONLY

LifeSolutions provides the information contained within this website for informational purposes only. Visitors should not construe this information as an offer for medical services or as advice on medical treatments. The information presented by *LifeSolutions* is general in nature and is not a substitute for professional health care. Consult a physician or other qualified health care professional before making health-related decisions.

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This policy may be updated at any time without prior notice.
March 2012