

The Alliance for Wellness ROI, Inc. takes precautionary measures to ensure that all information recorded as secure is guarded against unauthorized access and use under terms as mandated by applicable Privacy and Security law. Data reported or shared will be used and stored for the sole purposes of research and trend comparisons for standards and measurements of wellness programs.

Representatives who control any aspects of the protection of data are trained professionals and covered by privacy handling agreements.

PRIVACY POLICY ALLIANCE FOR WELLNESS ROI, INC.

THIS DOCUMENT DESCRIBES HOW PROTECTED HEALTH INFORMATION OBTAINED BY THE ALLIANCE FOR WELLNESS ROI, INC. (THE “ALLIANCE”):

- SHALL BE PROTECTED,
- MAY BE USED,
- MAY BE DISCLOSED, AND
- CAN BE ACCESSED BY THE ENTITY WHICH PROVIDES THE DATA.

IF AND TO THE EXTENT THAT THIS PRIVACY POLICY DIFFERS IN ANY WAY FROM ANY AGREEMENT THAT THE ALLIANCE HAS WITH AN ENTITY PROVIDING DATA TO THE ALLIANCE, THE AGREEMENT SHALL GOVERN.

IF AND TO THE EXTENT THAT THIS PRIVACY POLICY DIFFERS FROM APPLICABLE LAW OR REGULATIONS, THE APPLICABLE LAW OR REGULATION SHALL GOVERN.

THE ALLIANCE WILL MAINTAIN THE PRIVACY OF PROTECTED HEALTH INFORMATION, AS DESCRIBED IN THIS PRIVACY POLICY AND AS MANDATED UNDER APPLICABLE LAW.

THE ALLIANCE AND ITS ASSOCIATES

- 1) The Alliance was formed by six major corporations (please see the signatories to this Privacy Policy) to set standards, terminology and methodology for wellness programs, to objectively measure the ROI on these wellness programs, to study what is happening as to these programs as to design and administration, and to amass a de-identified data base for use by professionals who specialize in this vital healthcare area.
- 2) The Alliance is a nonprofit corporation qualified under Internal Revenue Code section 501(c)(3) to conduct research.

- 3) Representatives of the Alliance who control any aspects of the protection and use of Data are trained professionals in the healthcare field.
- 4) All representatives of the Alliance referred to in (03) above are aware of the mandates of HIPAA, and are fully in accord with its requirements.

DEFINITIONS USED HEREIN:

- 1) **ALLIANCE** means the Alliance for Wellness ROI, Inc., a nonprofit corporation formed under Massachusetts law and qualified as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. The Alliance exists primarily to conduct research on corporate wellness programs, as well as the costs and the Return on Investment thereon. Examples of this are inter-company surveys of wellness programs, studies of return on investment of wellness programs, and compilation of data bases to perform research related thereto.
- 2) **COMMITTEE** means any committee of the Alliance which conducts studies and sets standards under the control of the Board of Directors of the Alliance.
- 3) **DATA** means information received from an Entity by the Alliance, which Data may contain PHI.
- 4) **ENTITY** means any person or group which provides Data to the Alliance which includes Protected Health Information.
- 5) **HIPAA** means the Health Insurance Portability and Accountability Act. Health Insurance Portability and Accountability Act, Public Law 104-191. If other laws (primarily state laws) require more stringent use or disclosure than would be provided under the Privacy Policy, such laws' restrictions are controlling.
- 6) **PRIVACY POLICY** means the document contained herein, as it may be amended from time to time, whether by amendment hereto or by action of applicable law.
- 7) **PROTECTED HEALTH INFORMATION, OR PHI**, as to this Privacy Policy, means health information that is received or created by the Alliance, that relates to the past, present, or future physical or mental health or condition of any individual(s).
- 8) **PRIVACY RULE** has the meaning defined in HIPAA. This Privacy Policy is written in accordance with the Privacy Rule.
- 9) **RETURN ON INVESTMENT, OR ROI**, means a fraction written to two decimal places, the numerator of which is the reduction in claims cost resulting from the wellness program less the expenditures for the wellness program, divided by the expenditures for the wellness program.
- 10) **SECRETARY** means the Secretary of the Department of Health and Human Services.
- 11) **SERVICE AGREEMENT** means an agreement between the Alliance and any vendor external to the Alliance, under which the vendor provides services to the Alliance. The Alliance will not enter into any Service Agreement unless it first has assurance that the vendor is bound by the same standards of privacy as is the Alliance.

RIGHTS AND OBLIGATIONS OF THE ALLIANCE:

- 1) The Alliance agrees to not use or further disclose Protected Health Information other than as permitted or required by this Privacy Policy or as required by applicable law.
- 2) The Alliance agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information, as provided in this Privacy Policy and other applicable law.
- 3) The Alliance agrees to mitigate, to the extent practicable, any harmful effect that is known to the Alliance of a use or disclosure of Protected Health Information by the Alliance in violation of the requirements of this Privacy Policy or other applicable law.
- 4) The Alliance agrees to report to Entity any use or disclosure of the Protected Health Information that has occurred in violation of this Privacy Policy.
- 5) The Alliance agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from or created by the Alliance on behalf of any Entity, agrees to the same restrictions and conditions that apply through this Privacy Policy to the Alliance with respect to such information.
- 6) The Alliance agrees to provide access, at the request of any Entity, to Protected Health Information, as to any individual(s), in accordance with the requirements under 45 CFR 164.524.
- 7) The Alliance agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created by the Alliance on behalf of, any Entity available to the Entity, or at the request of the Entity to the Secretary, for purposes of the Secretary's determining the Entity's compliance with the Privacy Rule.
- 8) The Alliance agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Entity to respond to a request for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- 9) Except as otherwise limited in this Privacy Policy, the Alliance may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of the Alliance as specified in provided that such use or disclosure would not violate the Privacy Rule.

RIGHTS AND OBLIGATIONS OF ENTITY:

- 1) Entity shall provide the Alliance with the notice of privacy practices that Entity abides by in accordance with 45 CFR 164.520, as well as any changes thereto.
- 2) Entity shall notify the Alliance of any restriction to the use or disclosure of Protected Health Information that Entity has agreed to in accordance with 45 CFR 164.522.
- 3) Entity shall not request the Alliance to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Entity.
- 4) The Entity may request restrictions on uses and disclosures of PHI (per § 164.522(a))
- 5) The Entity may receive confidential communications of PHI (per § 164.522(b)).
- 6) The Entity may inspect and copy protected health information (per § 164.524).
- 7) The Entity may amend protected health information (per § 164.526).
- 8) The Entity may receive an accounting of disclosures of PHI (per § 164.528).
- 9) The Entity may obtain, upon request, a paper copy of the information, even if the Entity had previously agreed to accept receipt electronically

DISCLOSURE:

- 1) Except as otherwise limited in this Privacy Policy, the Alliance may disclose Protected Health Information for the proper functions, management and administration of the Alliance, provided that disclosures are required by law, or the Alliance obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed, and the party to which/whom the disclosure is made notifies the Alliance of any instances of which it is aware in which the confidentiality of the information has been breached.
- 2) Except as otherwise limited in this Privacy Policy, the Alliance may use Protected Health Information for the proper management and administration of the Alliance or to carry out the responsibilities of the Alliance.
- 3) Except as otherwise limited in this Privacy Policy, the Alliance may use Protected Health Information to provide Data services to Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- 4) The Alliance will document any activity related to this Privacy Policy, either electronically or in hard copy.
- 5) The Alliance assumes that any Entity which has activity in relation to this Privacy Policy will maintain copies of all activity related thereto.
- 6) Each Entity has a right to receive adequate notice of the uses and disclosures of Protected Health Information that may be made by the Alliance.
- 7) The Alliance may share Data with its Committees in order to accomplish its purposes. This includes uses or disclosures that are required by HIPAA or related regulations, as well as for public health concerns, investigation, etc.
- 8) Any uses and disclosures beyond the ones described as permitted or required will only be made pursuant to a written authorization from the Entity.
- 9) Any Entity that wishes to limit the uses and disclosures permitted herein may submit its desired amendment to the Alliance, in which case the Alliance may, if it agrees with the proposed amendment, agree in writing. If the Alliance does not so agree, all data from the Entity shall be returned or destroyed.
- 10) The Alliance will provide a copy of this Privacy Policy to an Entity within 60 days of the Entity's providing data to the Alliance, and within 60 days of any material revision to this Privacy Policy. The Alliance will notify the Entities which have provided data once every three years of the existence of the Privacy Policy and how it can be obtained. Notice to the named contact at the Entity will be considered as satisfactory notice, and such notice may be delivered electronically, unless the Entity has requested that it be provided in paper copy.

COMPLAINTS, SANCTIONS AND MITIGATION:

- 1) Any Entity may complain to the Alliance, as well as to the Secretary of the Department of Health and Human Services, if it believes that its privacy rights have been violated. Any such Entity may make such complaint by contacting an officer or director of the Alliance.
- 2) Information on how to contact the Alliance is provided on the website of the Alliance.
- 3) There will be no intimidation, threat, coercion, discriminatory action, or other retaliatory action taken for the filing of a complaint hereunder.

- 4) Any person or committee associated with the Alliance who/which violates any provision of privacy as provided hereunder will be removed from association with the Alliance.
- 5) The Alliance will make every effort to mitigate the adverse effects of any violation of this Privacy Policy.

AMENDMENTS TO THIS PRIVACY POLICY:

- 1) The Alliance may take such action as is necessary to amend this Privacy Policy from time to time as is necessary to comply with the requirements of the Privacy Rule and the.
- 2) The Alliance agrees to make any change(s) to Protected Health Information that the Entity directs or agrees to pursuant to 45 CFR 164.526.
- 3) Entity shall provide the Alliance with any changes in, or revocation of, permission to use or disclose Protected Health Information, if such changes affect the Alliance's permitted or required uses and disclosures.
- 4) The Alliance reserves the right to change the terms of this Privacy Policy and to make new Privacy Policy provisions effective for all protected health information it maintains. In which case, the Alliance will provide to each Entity a revised Privacy Policy, highlighting the changes. Any Entity which disagrees with any such change(s) may withdraw from the provision of data to the Alliance.

TERMINATION OF THIS PRIVACY POLICY, IN WHOLE OR IN PART:

- 1) The term of this Agreement shall be effective as of the first date that an Entity provides Data to the Alliance, and shall terminate when all of the Protected Health Information provided by Entity to the Alliance, or created or received by the Alliance on behalf of the Entity, is destroyed or returned to the Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- 2) Upon Entity's knowledge of a material breach by the Alliance, Entity shall provide an opportunity for the Alliance to cure the breach or end the violation and terminate Entity's participation under this Privacy Policy. If the Alliance has breached a material term of this Privacy Policy as to any Entity and cure is not possible, the Privacy Policy as to that Entity shall be terminated.
- 3) Effect of Termination.
 - a. Except as provided in paragraph (b.) of this section, upon termination of this Privacy Policy as to any Entity for any reason, the Alliance shall return or destroy all Protected Health Information received from that Entity, or created by the Alliance on behalf of Entity. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the Alliance. The Alliance shall retain no copies of the Protected Health Information, except as provided in paragraph (b.) next following.
 - b. In the event that the Alliance determines that returning or destroying the Protected Health Information is infeasible, the Alliance shall provide to Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement that return or destruction of Protected Health Information is infeasible, the Alliance shall extend the protections of this Privacy Policy to such Protected Health Information and

limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Alliance maintains such Protected Health Information.

- c. The respective rights and obligations of the Alliance and of all Entities shall survive the termination of this Privacy Policy, both in total and as to any Entity.

IN WITNESS WHEREOF, THIS PRIVACY POLICY IS EXECUTED this _____ day of _____, 2006, but effective as to any Entity as of the date following the 6th day of December, 2004 on which the Entity first provides Data to the Alliance.

Lillian Petty, President and Director
c/o Schlumberger Limited

Kathy McAlpine, Vice President and Director
c/o Kraft Incorporated

Lydia Harvey, Treasurer and Director
c/o MasterCard International

Wendy Jacob, Secretary and Director
c/o BMW

Victoria Dickson, Director
c/o CIGNA Corporation

Robert Salter, Director
c/o Henry Ford Health System