

PRIVACY POLICY

DOCMEONLINE.COM is concerned about your privacy. The nature of the services provided on the Website requires that DOCMEONLINE.COM collect and use certain information about you. This Privacy Policy explains what personal information DOCMEONLINE.COM collects from you, the manner in which DOCMEONLINE.COM collects it, and the purposes for that collection. This Privacy Policy is designed to ensure that you are aware of how your personal information is being used and to provide you with choices about that use. By visiting the Website or submitting your personal information, you accept the terms described in this Privacy Policy.

COLLECTION OF PERSONAL INFORMATION

If you register on our Website, we will ask you for certain personal information such as, for example, your address, telephone number, and e-mail address. If you send DOCMEONLINE.COM any correspondence, such as emails, letters, or requests for technical support, DOCMEONLINE.COM may retain the information they contain. If any third parties provide information to us about you, we will treat that information in accordance with this Privacy Policy.

You may choose to disclose or not disclose the personal information we request during the registration process; however, if you choose not to disclose the requested information, we may not be able to provide you with some or all of the information or services you request.

AUTOMATED INFORMATION COLLECTION

DOCMEONLINE.COM automatically tracks certain information about you based upon your behavior while visiting the Website. This information is used to better understand and serve you by responding to your particular interests and needs. This information may include the Uniform Resource Locator (URL) that you just came from (whether this URL is on the site or not), which URL you next go to (whether this URL is on the site or not), what browser you are using, and your IP address. DOCMEONLINE.COM may collect this information and may store this session information about you on our system. Any such information associated with you personally is subject to this Privacy Policy.

You can turn off the ability to receive any of these cookies by adjusting the browser on your computer. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. If you refuse cookies, however, certain functions and conveniences of the Website may not work properly.

HOW WE USE YOUR INFORMATION

We use the information collected automatically to obtain general statistics regarding the use of the Website and its specific web pages and to evaluate how our visitors use and navigate the Website. For example, we may calculate the number of people who use the Website, open our emails, and determine which pages are most popular.

DOCMEONLINE.COM uses the information you provide through the registration process to provide you with the information and services you request, to communicate with you on matters relating to the Website and your account, to provide necessary information to accrediting or certifying bodies, CMS, and other of our business affiliates (but only in connection with the information and services you request from us) to provide you with information about related services and/or products.

DOCMEONLINE.COM may also use information about you to resolve disputes, troubleshoot problems, or enforce our rights. At times, DOCMEONLINE.COM may review the information of multiple users to identify problems or to resolve disputes.

Opt-Out Policy: If you do not wish to receive certain communications from DOCMEONLINE.COM you may opt out by declining the service offered or informing us that you no longer wish to receive such communications. We will comply with your request unless such communications are necessary for the administration of your account, required by law, or necessary to protect our rights.

SHARING WITH THIRD PARTIES

Some of your private information may be disclosed to third parties (for example, accrediting bodies for continuing education or entities which provide board certifications) in order to provide the information and services that you request, and may be used by both DOCMEONLINE.COM and third parties to provide that information and/or perform those services. You acknowledge that certain activities may require DOCMEONLINE.COM to share your private information, your patient-level data, and/or the activity's results with the associated third party accreditor or entity providing board certification. We are not responsible for the use of any such information by such third party accreditor or entity providing board certification, including use by any of the same in a manner not intended when such information is disclosed to them.

We may combine, in a non-personally-identifiable format, the information that DOCMEONLINE.COM collects from you with information from other users to create aggregate data, which may be used by us for research purposes or shared with third parties. For example, DOCMEONLINE.COM might inform third parties regarding the number of users of our Website and their collective interaction within the Website.

The aggregate data that we may share does not contain any information that could be used to identify or contact you, and we require parties with whom we share aggregate data to agree that they will not attempt to make this information personally identifiable, such as by combining it with other databases. We will not disclose your personal information to any third party without your prior permission, except as otherwise permitted by this Privacy Policy or the End User License Agreement into which it is incorporated by reference.

HIPAA MATTERS

Certain information which may be input by you into DOCMEONLINE.COM could be protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The further disclosure of such information is covered by the HIPAA Business Associate Addendum set forth at the end of this privacy policy. DOCMEONLINE.COM MAKES NO WARRANTY OR REPRESENTATION THAT THE HIPAA BUSINESS ASSOCIATE ADDENDUM IS NECESSARY AND/OR SUFFICIENT FOR THE COMPLIANCE BY YOU OR ANY HEALTHCARE PROFESSIONAL WITH HIPAA, THE PRIVACY AND SECURITY RULES, AND/OR ANY OTHER APPLICABLE LAW OR REGULATION PERTAINING TO THE CONFIDENTIALITY, USE OR SAFEGUARDING OF HEALTH INFORMATION. DOCMEONLINE.COM MAKES NO WARRANTY OR REPRESENTATION THAT THE DISCLOSURES OF INFORMATION BY YOU OR ANY HEALTHCARE PROFESSIONAL TO DOCMEONLINE.COM ARE PERMISSIBLE UNDER HIPAA AND/OR THE PRIVACY AND SECURITY RULES. YOU AND EACH HEALTHCARE PROFESSIONAL ARE SOLELY RESPONSIBLE FOR ALL

DECISIONS YOU MAKE REGARDING THE USE, DISCLOSURE OR SAFEGUARDING OF “PROTECTED HEALTH INFORMATION.”

OTHER DISCLOSURE

Technical and legal circumstances beyond our control could prevent DOCMEONLINE.COM from ensuring that your information will never be disclosed in ways not otherwise described herein. For example, among other things, we may be required by law, regulation or court order to disclose information to government representatives or third parties under certain circumstances. If DOCMEONLINE.COM is requested by law enforcement officials or judicial authorities to provide information on individuals, DOCMEONLINE.COM may, without your consent, provide such information. In matters involving claims of personal or public safety or in litigation where the data is pertinent, DOCMEONLINE.COM may use or disclose your personal information without your consent or court process. Unauthorized parties may unlawfully intercept or access transmissions despite any commercially reasonable security efforts by DOCMEONLINE.COM. Even with such technology, no website is 100% secure. Further, corporate restructurings, sale of assets, merger, divestiture and other changes of control or financial status affecting the Website may require disclosure as an incidental result of a transfer of assets by operation of law or otherwise. Therefore, DOCMEONLINE.COM does not promise, and you should not expect, that your private information shall remain private under all circumstances and you shall not hold DOCMEONLINE.COM or its business associates liable for its failure to do so.

YOUR RIGHTS

You may at any time print, download, or request a printed copy of this Privacy Policy or the End User License Agreement into which it is incorporated by reference.

SECURITY

DOCMEONLINE.COM uses commercially reasonable efforts to ensure the security of your personal information, but no method of transmitting or storing electronic data is ever completely secure, and DOCMEONLINE.COM cannot guarantee that your information will never be accessed, used, or released in a manner that is inconsistent with this policy.

LINKS TO OTHER WEBSITES

This privacy policy only applies to information collected by the DOCMEONLINE.COM Website. Any information you provide to, or that is collected by, third-party sites including the AOA’s hosted website, OSTEOPATHIC.ORG is not subject to this Privacy Policy and may be subject to the privacy policies of those sites, if any. It is the sole responsibility of such third parties to adhere to any applicable restrictions on the disclosure of your personal information, and DOCMEONLINE.COM and our affiliates shall not be liable for the wrongful use or disclosure of your personal information by any third party.

TRANSFER OF DATA OUTSIDE YOUR HOME COUNTRY

Your information will be stored, processed, and accessed in the United States. If you use the Website from outside of the United States, you consent to the transfer of your information to the United States (i.e., outside your country of residence).

CHANGES TO THIS POLICY

From time to time DOCMEONLINE.COM may modify this Privacy Policy. You can view the most recent version of the Privacy Policy at any time by clicking the “Privacy Policy” link at the bottom of pages on the Website. Your continued use of the Website after any modification indicates your agreement to the new terms.

CONTACT US

If you have any questions that are not answered elsewhere on this site, if you would like to review the personally identifiable information we have collected about you, or if you believe that this policy has been violated, please contact us at support@osteopathic.org. Our response to such inquiries may be limited to information under our direct control.

**AMERICAN OSTEOPATHIC ASSOCIATION
BUSINESS ASSOCIATE AGREEMENT**

This **BUSINESS ASSOCIATE AGREEMENT** (“Agreement”) between the American Osteopathic Association (“AOA”) and (“Physician”) shall be effective on the date of the later accesses the programs provided by this website.

WHEREAS, AOA provides certain certification, clinical quality improvement, and related services to physicians (“Quality Measurement Services”); and

WHEREAS, Physician has entered into an agreement with AOA, pursuant to which AOA will provide Quality Measurement Services to Physician (“Underlying Agreement”) and, in connection therewith, Physician may from time-to-time disclose to AOA certain “protected health information” (“PHI”) (as defined in 45 C.F.R. §160.103) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 and the implementation regulations thereunder (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act, and the implementation regulations thereunder (“HITECH Act”); and

WHEREAS, Physician is a “covered entity” as that term is defined in the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E, the (“Privacy Rule”); and

WHEREAS, AOA, as a recipient of PHI from Physician, is a “business associate” as that term is defined in the Privacy Rule; and

WHEREAS, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, the purpose of this Agreement is to comply with the requirements of HIPAA, the Privacy Rule, and the Security Standards for the Protection of Electronic PHI at 45 C.F.R. Parts 160, 162, and 164 (“Security Rule”), including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §164.504(e).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, the Security Rule, and the HITECH Act.
2. Scope of Use and Disclosure by AOA of PHI.
 - A. AOA shall be permitted to use and disclose PHI that is disclosed to it by Physician as necessary for AOA to provide Quality Measurement Services under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or Required By Law, AOA may:

- (i) use the PHI in its possession for its proper management and administration and to fulfill any of its legal responsibilities;
- (ii) disclose the PHI in its possession to a third party for the purpose of AOA's proper management and administration or to fulfill any legal responsibilities of AOA; provided, however, that the disclosures are Required By Law or AOA has received reasonable assurances from the recipient third party that (a) the information will be held confidentially and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the third party; and (b) the third party will notify AOA of any instances of which it becomes aware in which the confidentiality of the information has been breached;
 - (iii) de-identify any and all PHI created or received by AOA under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule at 45 C.F.R. § 164.514; and
 - (iv) Aggregate the PHI in its possession with the PHI of other covered entities that AOA has in its possession or through its capacity as a business associate to other covered entities provided the purpose of such aggregation is to provide Physician with data analysis relating to the Health Care Operations of Physician. Under no circumstances may AOA disclose PHI of Physician to another covered entity absent the explicit authorization of Physician. Except as otherwise limited in this Agreement, AOA may use the PHI to provide Data Aggregation services to Physician as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3. Obligations of AOA. In connection with its use and disclosure of PHI, AOA agrees that it will:

- A. Use or further disclose PHI only as permitted or required by this Agreement or as Required By Law.
- B. Use reasonable and appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement;
- C. To the extent practicable, mitigate any harmful effect that is known to AOA of a use or disclosure of PHI by AOA in violation of this Agreement.
- D. Report to Physician any use or disclosure of PHI not provided for by this Agreement of which AOA becomes aware.
- E. Require contractors or agents (including subcontractors) to whom AOA provides PHI to agree to the same restrictions and conditions that apply to AOA pursuant to this Agreement.
- F. Make available to the Secretary of the Department of Health and Human Services ("Secretary") AOA's internal practices, books and records relating to the use or disclosure of PHI for purposes of determining Physician's compliance with the Privacy Rule, subject to any applicable legal privileges.

- G. Within (15) days of receiving a written request from Physician, make available the information necessary for Physician to respond to an Individual's request for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- H. Within ten (10) days of receiving a written request from Physician, make available PHI necessary for Physician to respond to an Individual's request for access to PHI, in accordance with 45 C.F.R. §164.524 in the event that the PHI in AOA's possession constitutes a Designated Record Set.
- I. Within fifteen (15) days of receiving a written request from Physician, incorporate any amendments or corrections to the PHI in accordance with 45 C.F.R. §164.526 in the event that the PHI in AOA's possession constitutes a Designated Record Set.
- J. AOA agrees that it will:
 - (i) Use administrative, physical and technical safeguards to protect the security of Physician's PHI. AOA shall abide by applicable provisions of the Security Rule, specifically the Administrative Safeguards at 45 C.F.R. § 164.308, the Physical Safeguards at 45 C.F.R. § 164.310, the Technical Safeguards at 45 C.F.R. § 164.312, and the policies and procedures and documentation requirements at 45 C.F.R. § 164.316, in the same manner such provisions apply to Physician;
 - (ii) Require its agents and/or subcontractors to adapt and implement reasonable safeguards to protect the security of Physician's PHI; and
 - (iii) Report any Security Incidents to Physician's designated security official not later than five (5) business days of becoming aware of the same. AOA hereby notifies Physician of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents and Physician acknowledges and agrees that no additional notification to Physician of such unsuccessful Security Incidents is required.
- K. Following AOA's discovery of a use or disclosure of Unsecured PHI (as defined at 45 C.F.R. § 164.402) that is not provided for by this Agreement, AOA shall promptly perform a risk assessment to determine whether the impermissible use or disclosure qualifies as a Breach (as defined at C.F.R. § 164.402). Following such risk assessment, AOA shall notify Physician of the Breach without unreasonable delay, and in no event later than thirty (30) calendar days after AOA, or any of its employees or agents, discovered the Breach. Such notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by AOA, to have been, accessed, acquired, used, or disclosed during the Breach and any other information available to AOA about the Breach which is required to be included in the notification of the Breach provided to the Individual in accordance with 45 C.F.R. §164.404(c).
- L. AOA shall not engage in any marketing activities or communications with any Individual unless such marketing activities or communications are allowed by the terms of this Agreement or the Underlying Agreement, and are made in accordance with the HITECH Act or any future regulations promulgated thereunder.

- M. AOA shall not receive remuneration, directly or indirectly, in exchange for any PHI, unless so allowed by the terms of this Agreement or the Underlying Agreement, and in accordance with the HITECH Act and any future regulations promulgated thereunder.

4. Obligations of Physician. Physician agrees that it:

- A. Will make reasonable efforts, to the extent practicable, to limit disclosures of PHI to AOA to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or, as needed by AOA to perform its obligations under the Underlying Agreement, to the minimum necessary PHI to accomplish the intended purpose of such disclosure, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for AOA to perform its obligations to Physician under this Agreement, the Underlying Agreement, or as Required By Law.
- B. Has included, and will include, in Physician's Notice of Privacy Practices required by the Privacy Rule that Physician may disclose PHI for Health Care Operations purposes.
- C. Has obtained, and will obtain, from Individuals consents, authorizations and other permissions required by law applicable to Physician for AOA to provide Quality Measurement Services and for AOA and Physician to fulfill their obligations under this Agreement and the Underlying Agreement.
- D. Will promptly notify AOA in writing of any restrictions on the use and disclosure of PHI about Individuals that Physician has agreed to that may affect AOA's ability to perform its obligations in providing Quality Measurement Services and/or its obligations under this Agreement and the Underlying Agreement.
- E. Will promptly notify AOA in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes or revocation may affect AOA's ability to perform its obligations in providing Quality Measurement Services and/or its obligations under this Agreement and the Underlying Agreement.

5. Term and Termination.

- A. Term. The term of this Agreement shall commence on the Effective Date, and shall terminate when all of the PHI provided by Physician to AOA, or created or received by AOA on behalf of Physician, is destroyed or returned to Physician, or, if it is not feasible to return or destroy the PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Breach. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford the breaching party an opportunity to cure the alleged material breach within a specified time period. In the event that the breaching party fails to cure the breach to the satisfaction of the non-breaching party within the specified time period, the non-breaching party may immediately thereafter terminate

this Agreement by giving written notice to the breaching party in accordance with the notice provisions in the Underlying Agreement.

- C. Automatic Termination. This Agreement will automatically terminate upon the termination or expiration of the Underlying Agreement pursuant to which AOA provides Physician with Quality Measurement Services.
 - D. Effect of Termination.
 - (i) Termination of this Agreement will result in termination of the Underlying Agreement.
 - (ii) Upon termination of this Agreement AOA must return or destroy all PHI received from Physician or created or received by AOA on behalf of Physician that AOA still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, AOA will extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the information infeasible.
6. Incorporation of the HITECH Act. In the event that it is later determined that the HITECH Act requires any specific provision to be included in this Agreement, such provisions are hereby incorporated into this Agreement by this reference.
7. Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to PHI, HIPAA, and the HITECH Act and supersedes any earlier agreements or understandings between the parties, regardless of whether oral or written. This Agreement may not be modified or amended, except by means of a writing duly signed by the authorized representative(s) of each party. However, notwithstanding the foregoing, AOA and Physician agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA and the HITECH Act (“Change in Law”). To the extent necessary to amend this Agreement to include specific language to enable either or both of the parties to comply with any Change in Law, such language shall automatically be deemed incorporated by reference and included in this Agreement as of the date required by such Change in Law. Notwithstanding the foregoing, if a party deems compliance with any Change in Law to be impossible, impractical, or likely to materially increase its costs, risks, or obligations under this Agreement or the Underlying Agreement (“Objecting Party”), the Objecting Party may give written notice to the other party describing its concerns. Upon the receipt of such notice, the parties shall negotiate in good faith to develop an amendment to address the concerns of the Objecting Party. If such amendment is not executed within thirty (30) days of such notice, the Objecting Party may terminate this Agreement and the Underlying Agreement by giving written notice to the other party.
8. Survival. The obligations of AOA under Section 5.D(ii) of this Agreement shall survive any termination of this Agreement or the Underlying Agreement.
9. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Independent Contractor. Unless and to the extent otherwise provided in the Underlying Agreement, AOA is an independent contractor and not an agent of Physician.
11. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.
12. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Physician and AOA to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act.