

## **IMPORTANT MEMBER NOTICE AND DISCLAIMER FOR CONNECTING THIRD PARTY HEALTH APPS**

You have a right to access your health information maintained by VillageCare (“we”, “us”, “our”) and to request that we transmit your health information to a third party health app of your choosing. This Notice and Disclaimer provides you with information about connecting third party health apps and clarifies VillageCare’s limited responsibilities when you ask us to share your health data with third party apps. **BY CONNECTING AN APP TO YOUR HEALTH DATA, YOU AGREE TO THIS ENTIRE NOTICE AND DISCLAIMER.**

**Patient Education.** For educational materials about the security and privacy considerations for your health data when you connect a third party app, read our [Member Education Materials](#). By proceeding, you acknowledge and agree that you have read and understood the entire Member Education Materials and accept all risks that it describes.

**Third party apps are not bound by HIPAA.** You acknowledge and agree that third party health app developers are generally not bound by HIPAA and that connecting a third party health app is at your own risk. Such apps usually do not have the same security and privacy obligations as VillageCare has under HIPAA.

**Security of VillageCare health information systems.** The law requires us to comply with your data connection request unless the app you choose poses an unacceptable level of risk to the security of protected health information on our systems. Apps on our “pre-approved” list have already been reviewed and may be used immediately. If you choose an app not on the list, you acknowledge that VillageCare will need time to review the security of the app to ensure the safety of health information. We have no responsibility to you if your selected app does not meet our security requirements and we deny the connection request.

**No guarantee of security or privacy on any app.** Even if VillageCare approves a connection request, this does not guarantee any security or privacy of your health data. VillageCare cannot require any minimum privacy commitments and security measures from app developers on your behalf. You must make an informed decision and we will comply, so long as the app does not subject VillageCare’s system security at unacceptable risk. It is your sole responsibility to understand whether and how the app and developer will secure and maintain the privacy of your health information. **VILLAGECARE SHALL HAVE NO RESPONSIBILITY TO YOU OR ANYONE IF YOU FAIL TO INFORM YOURSELF OF OR UNDERSTAND THE APP’S SECURITY OR PRIVACY TERMS.**

**Privacy Attestation; Connection Cancellation.** Solely for your convenience, VillageCare may ask app developers to attest that their privacy policy discloses certain practices. If the operator does not respond to any questions, we may (1) alert you to this fact, (2) advise you to reconsider using the app or to exercise caution, and (3) provide you a limited time window to cancel your data sharing request. **IF YOU DO NOT CANCEL YOUR DATA CONNECTION REQUEST WITHIN THE TIME WINDOW, THEN VILLAGECARE WILL NOT BE RESPONSIBLE FOR SHARING YOUR DATA.**

Suspension of access. If VillageCare determines that maintaining a connection with the app presents an unacceptable level of security risk, then we may discontinue the app's connection without any liability or responsibility to you. If the app developer rectifies the security issues, we will reconnect the app.

DISCLAIMER AND WAIVER; NO LIABILITY BY VILLAGECARE. YOU UNDERSTAND AND AGREE THAT BY CONNECTING A THIRD PARTY HEALTH APP, YOU ASSUME ALL RISKS OF USING THE APP, INCLUDING THAT THE APP DEVELOPER MAY INADEQUATELY SECURE OR INAPPROPRIATELY USE YOUR HEALTH DATA. YOU AGREE THAT YOU HAVE REVIEWED AND UNDERSTOOD THE MATERIALS AVAILABLE ON THE [MEMBER EDUCATION MATERIALS](#). VILLAGECARE SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU OR ANYONE ELSE FOR THE SECURITY OR PRIVACY OF YOUR EXPORTED HEALTH INFORMATION. YOUR SOLE AND EXCLUSIVE REMEDY IN CASE OF INADEQUATE SECURITY OR PRIVACY MEASURES SHALL BE DIRECT ACTIONS AGAINST THE APP DEVELOPER OR RECOURSE TO REGULATORY AND LEGAL AUTHORITIES WITH JURISDICTION OVER THE APP OR DEVELOPER, SUCH AS THE U.S. FEDERAL TRADE COMMISSION. VILLAGECARE MAKES NO, AND HEREBY DISCLAIMS ALL, IMPLIED OR EXPRESS WARRANTIES REGARDING ANY THIRD PARTY HEALTH APPS OR THEIR DEVELOPERS; THE ACCURACY OR CURRENCY OF ANY PROVIDER DIRECTORY INFORMATION MADE AVAILABLE THROUGH OUR API; OR THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY DEVELOPER ATTESTATIONS OR PRIVACY POLICY SUMMARIES. YOU HEREBY IRREVOCABLY RELEASE VILLAGECARE FROM ALL SUCH LIABILITY OR RESPONSIBILITY, AND YOU WAIVE AND IRREVOCABLY RELEASE ANY AND ALL CLAIMS AGAINST VILLAGECARE, OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND ALL OF OUR STAFF AND PERSONNEL FOR THE ACTS AND FAILURES OF ANY THIRD PARTY HEALTH APP OR ITS DEVELOPER.

By submitting with your third party health app connection request, you agree to this Notice and Disclaimer for Third Party Apps in its entirety.