

# CITIZENS MEDICAL ALERT SERVICE AGREEMENT

**1. PARTIES AND SERVICES:** The person named as Subscriber and the person named as Payer (which for purposes of these terms and conditions are collectively referred to as "Subscriber") hereby contract with Citizens ("Company") for the Citizens Medical Alert Service (the "Service"). The obligations of the Subscriber and Payer are joint and several, which means that both of you are equally responsible for the obligations of the Subscriber under this Agreement.

The Service includes Citizens Medical Alert equipment, if Subscriber is leasing equipment, and alarm monitoring. ("Equipment" means a Life Sentry Personal Emergency Response System including the base station and pendant). Monitoring is provided through a Response Center ("Center"). The Response Center is operated by a sub-contractor for Company.

The Service includes receipt, analysis and response to alarm signals from Equipment. Upon receipt of a signal, the Center will make reasonable effort to promptly contact Subscriber and if Center deems necessary in its reasonable judgment, notify Responders, in the order designated by Subscriber on the front of this Agreement, or Police, Fire or Ambulance (designated on the front of this Agreement). (Responders listed by Subscriber and Emergency numbers for Central Dispatch, Police, Fire or Ambulance identified by Subscriber are collectively referred to as "Responders").

Subscriber agrees that Center may rely absolutely on the statements of Subscriber, Responders, or any person who says that they are acting on behalf of a Responder or Subscriber, with respect to the location and condition of Subscriber.

Subscriber agrees that Company or Center is not responsible for the promptness, sufficiency or adequacy of the action of any Responder or any third party acting for a Responder. Subscriber agrees that Company or Center in no way represents or guarantees that Responders can be contacted, can or will respond, or that any response will be safe or effective. Subscriber agrees that the Responders have been designated by him or her and are not agents or other representatives of the Company or the Center.

**2. TERM & TERMINATION:** This Agreement starts when the Equipment is installed and it may be terminated by either party by sending the other party thirty (30) days prior written notice. Company may terminate this Agreement at any time for non-payment of fees or abuse of the service. Upon termination, Subscriber will return Equipment to Company. If Subscriber fails to return Equipment within thirty (30) days following termination, then Subscriber agrees to pay Company in cash the fair market value of Equipment at the end of such thirty (30) day period.

**3. SUBSCRIBER DUTIES:** The Subscriber must:

- a. Provide and be responsible for suitable electrical and telephone service for installation and operation of Equipment.
- b. Select and give accurate information as to all Responders. Subscriber represents that personal Responders have agreed to act as Responders.
- c. Not alter or attempt repairs to Equipment.
- d. Not move Equipment without Company's prior written authorization.
- e. Allow access for Company representatives to inspect Equipment, for maintenance, or removing Equipment after termination.
- f. Not cause repeated or frequent inadvertent or any willful false alarms.
- g. Provide Responders with access to Subscriber's home.
- h. Promptly inform Company of any changes to the information provided in this Agreement. All changes are the sole responsibility of Subscriber and shall become effective at the time of delivery to Company.
- i. Test Equipment at least once a month with the Pendant and otherwise follow recommended procedures established by Company and Center.
- j. Pay any fine resulting from a false alarm.

**4. FEES:** Subscriber agrees to pay Fees associated with this Agreement along with any applicable sales tax or for any additional services later agreed to by the parties. Fees are subject to change upon thirty (30) days prior written notice to Subscriber. Payment is due upon receipt of invoice. Past due balances (over thirty (30) days past due) will be subject to a late payment charge. Company may terminate this Agreement for non-payment of fees and recover all payments due to Company. In the event that it shall become necessary for Company to institute legal proceedings to collect payments due under this Agreement then Subscriber agrees to pay Company's reasonable attorney's fees for such collection action except where prohibited by law. Subscriber agrees to pay for a full month of service for any month in which the Subscriber has Service.

**5. TELEPHONE LINES AND RJ31X JACK:** If Subscriber has two or more telephones in his/her home using the same telephone number, and if one of these phones is in use or off the hook, the Equipment will not operate without a special connection, such as an RJ31X jack. If Subscriber would like this type of connection, it is the responsibility of Subscriber to have the telephone company install it at the Subscriber's expense.

**6. INTERRUPTON OF SERVICE:** Subscriber acknowledges that the Equipment sends its signals using electrical and telephone company lines which are wholly beyond the control of Company and IN THE EVENT TELEPHONE SERVICE IS OUT OF ORDER OR DISCONNECTED THE EQUIPMENT WILL NOT OPERATE. Program does not assume any liability for interruption of the Service due to strikes, riots, sabotage, terrorist activities, floods, storms, earthquakes, fires, power failure, interruption of telephone service, acts of God, or any other cause beyond Company's control including, without limitation, the activities of Subscriber. COMPAY IS NOT REQUIRED TO SUPPLY THE SERVICE DURING THE CONTINUATION OF ANY INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE. Subscriber further acknowledges that using telephone service provided via the Internet, broadband, VoIP, or any other **non-traditional telephone** service presents additional risks for non-transmission of signals from the Equipment and the Equipment may not operate as intended.

**7. CONSENT TO DISTRIBUTION OF INFORMATION:** Subscriber is providing Company with certain medical information for the purpose of providing the Service. Subscriber agrees that Company, Center, Responders and any other party named in this Agreement all may receive the information contained in this Agreement or otherwise provided by Subscriber to Company or concerning the Service. Subscriber further agrees that in the event that a Responder or other assistance is sent to Subscriber's home (an "Incident") Center may notify any or all of the parties listed in this section. Further, Subscriber releases Company and Center from all liability, which may arise out of Company or Center's disclosure of information in this Agreement or about any Incident to the parties listed in this section. Subscriber acknowledges that all communications between Subscriber and Center may be recorded and Subscriber consents to such recording.

By signing this agreement, Subscriber acknowledges that he/she has received a Notice of Privacy Practices as required under the Standards for Privacy of Individually Identifiable Health Information; final Rule (45 CFR Parts 160 and 164). Subscriber consents to the use and disclosure of protected health and other information about them provided both on the Agreement and created in the course of providing the service as follows: **Treatment:** Citizens and Center uses and discloses protected health information to provide, coordinate and manage Personal Emergency Response Services (PERS services). Citizens and Center uses and discloses this information to third party health care providers and to other entities who need this information to ensure the provision of your PERS services.

**8. FALSE ALARMS OR ABUSE OF SERVICE:** Subscriber agrees to reimburse Company or Center for any fee assessed against Company or Center as a result of false alarms originating from Subscriber's premises which Company or Center considers to be excessive.

**9. FORCED ENTRY:** Subscriber agrees that if ANY ALARM SIGNAL is received by Center and a Responder is sent to Subscriber's home and Subscriber cannot let Responder into the home and Responders does not have a key THE SUBSCRIBER AUTHORIZES RESPONDER TO BREAK INTO THE SUSCRIBER'S HOME. SUBSCRIBER UNDERSTANDS THAT THIS MAY CAUSE DAMAGE TO THE HOME. SUBSCRIBER WAIVES ANY CLAIM AGAINST COMPANY OR CENTER OR ANY RESPONDER, WHICH MAY ARISE AS A RESULT OF FORCED ENTRY INTO THE HOME.

**10. ATTORNEY'S FEES:** In the event that it shall become necessary for Company to institute legal proceedings against Subscriber to enforce any provision of the Agreement, Subscriber agrees to pay Company's reasonable attorneys' fees, except where prohibited by law.

**11. ASSIGNMENT:** This Agreement may not be assigned by Subscriber except with the prior written consent of the Company.

**12. WARRANTIES AND DISCLAIMER:** Subscriber understands and agrees that Company is not an insurer and that insurance, if any, covering personal injury or other personal claims and property loss or damage on Subscriber's premises shall be obtained by Subscriber in such amounts and covering such perils as Subscriber may determine; that Company is being paid to provide a Service and that the amounts being charged by Company are not sufficient to guarantee that no loss will occur; that Company is not assuming responsibility for any losses which may occur even if due to Company's negligent performance or failure to perform any obligation under this Agreement. Subscriber assumes all risk of loss or damage to premises or the contents thereof, or personal injury.

**COMPANY MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND RELATING TO THE SERVICE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SERVICE AND THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY TO COMPANY, COMPANY'S MAXIMUM LIABILITY CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED ONE-HALF THE ANNUAL PAYMENTS RECEIVED BY COMPANY FROM SUBSCRIBER UNDER THIS AGREEMENT. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO A FAILURE OF THE SERVICE, THIS SUM SHALL BE COMPETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Subscriber has read and understands all of this Agreement, and Company's maximum liability in the event of any loss, damage or injury to or death of, Subscriber.

**Subscriber agrees to indemnify and hold harmless Company, its employees and agents from and against all third party claims, lawsuits and losses alleged to be caused by Company's performance, negligent performance or failure to perform its obligations under this Agreement.**

**13. ENTIRE AGREEMENT/MODIFICATION:** This agreement shall constitute the entire Agreement between Subscriber and Company. No person installing, servicing or otherwise dealing with Equipment is or shall be authorized to act for or bind Company. This Agreement supersedes all prior representations, understandings or agreements between the parties. This Agreement may only be modified in writing signed by both parties. The parties agree that this Agreement will be governed by the laws of the Commonwealth of Virginia.

# CITIZENS MEDICAL ALERT SERVICE

## Notice of Privacy Practices

**THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This notice describes how Citizens Medical Alert Service may use and disclose information about you that may identify you and that relates to your past, present, or future physical or mental health condition and related healthcare services (“protected health information”) that we maintain in order to provide Personal Emergency Response Services.

### **1. USES AND DISCLOSURES OF PERSONAL INFORMATION AND PERSONAL AND PROTECTED HEALTH INFORMATION**

In accordance with the terms and conditions for Citizens Medical Alert Service , we use and disclose protected health information in connection with providing services to you. Following are examples of the types of uses and disclosures of your protected healthcare information that we and our designated sub-contractors are permitted to make.

**Treatment:** We use and disclose protected health information to provide, coordinate, and manage Personal Emergency Response Services (PERS services) and to coordinate and manage your health care with third party healthcare providers. For example, we disclose protected health information to our home service representatives who install, maintain, and support the Citizens Medical Alert equipment in your home; to individuals you have designated as responders or family members who may be called in the event that you call for help; to police and law enforcement agencies, emergency services, private and public ambulance services and other local resources that provide assistance, support or care if you call for help; to hospital employees, home healthcare agencies, or other healthcare physicians who may be treating you or to whom you have been referred; to other physicians or healthcare providers (e.g., a specialist or laboratory) who, at the request of your physician, become involved in your care by providing assistance with your healthcare diagnosis or treatment to you physician; and to other entities who need this information to ensure the provision of your PERS services, while agreeing in writing to protect the confidentiality of any protected health information that they may receive from us.

**Healthcare Operations:** Your protected health information may be used or disclosed as needed in order to support the business activities of Citizens Medical Alert Service. The activities may include, but are not limited to, installation and service, training of personnel, quality assessment activities, employee review activities, government or other regulatory audits, and conducting or arranging for other business activities related to the delivery of you PERS services.

For example, we may disclose your protected health information to individuals within Citizens during the course of providing installation, service, or maintenance of equipment; or to Citizens employees while reporting service activity, utilization, maintenance activities, or other activities required for the provision of your PERS services.

We may use or disclose your protected health information, as necessary, to provide you with information for marketing or communications activities from Citizens Medical Alert Service. For example, your name and address may be used to send you a newsletter about Citizens Medical Alert Service and the services we offer. We may also send you information about Citizens products or services that we believe may be beneficial to you.

## **Uses and Disclosures of Personal and Protected Health Information Based upon Your Written Authorization**

Other uses and disclosures of your personal and protected health information will be made only with your written authorization, unless otherwise permitted or required by law as described below. You may revoke this authorization, at any time, in writing, except to the extent that Citizens Medical Alert Service has taken an action in reliance on the use or disclosure indicated in the authorization.

### **Other Permitted and Required Uses and Disclosures That May Be Made Unless You Object**

You have the opportunity to agree or object to the use or disclosure of all or part of your personal and protected health information as outlined below. If you are not present or able to agree or object to the use or disclosure of the personal and protected health information, then Citizens may, using professional judgment, determine whether the disclosure is in your best interest.

**Others Involved in Your Healthcare:** We may disclose protected health information to a member of your family, a relative, a close friend or any other person you identify, to the extent that the information directly relates to that person's involvement in your care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. We may use or disclose personal and protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location, general condition or death. Finally, we may use or disclose your protected health information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your care.

**Emergencies:** We may use or disclose your protected health information in emergency situations. During the provision of support during emergency situations where our staff is attempting to ensure a fast response to a medical or non-medical emergency, we may release protected health information that in our judgment is deemed appropriate. This information may be provided to any individual who is able to provide appropriate support at the time of the incident.

**Communication Barriers:** We may use and disclose your protected health information to a third party individual who can assist with overcoming substantial communication barriers and a staff member determines, using professional judgment, that you intend to consent to use or disclosure under the circumstances.

### **Other Permitted and Required Uses and Disclosures That May Be Made Without Your Consent, Authorization or Opportunity to Object**

We may use or disclose your protected health information in the following situations without your consent or authorization. These situations include:

**Required By Law:** We may use or disclose your protected health information to the extent that the use or disclosure is required by law. You will be notified, as required by law, of any such uses or disclosures.

**Public Health:** We may disclose your protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. We may also disclose your protected health information, if directed by the public health authority, to a foreign government agency that is collaborating with the public health authority.

**Communicable Diseases:** We may disclose your protected health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

**Health Oversight:** We may disclose protected health information to the federal Department of Health and Human Services or another health oversight agency for activities authorized by law, such as audits, investigations, and inspections or to investigate or determine our compliance with federal privacy regulations. Oversight agencies seeking this information include government agencies that oversee the healthcare system, government benefit programs, other government regulatory programs and civil rights laws.

**Abuse or Neglect:** We may disclose your protected health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, we may disclose your protected health information if we believe that you have been a victim of abuse, neglect or domestic violence to the governmental entity or agency authorize to receive such information. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

**Food and Drug Administration:** We may disclose your protected health information to a person or company required by the Food and Drug Administration to report adverse events, product defects or problems, biologic product deviations, track products; to enable product recalls; to make repairs or replacements, or to conduct post marketing surveillance, as required.

**Legal Proceedings:** We may disclose protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request or other lawful process.

**Law Enforcement:** We may also disclose protected health information, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes include (1) legal processes and otherwise required by law, (2) limited information requests for identification and location purposes, (3) pertaining to victims of a crime, and (4) suspicion that death has occurred as a result of criminal conduct.

**Coroners, Funeral Directors, and Organ Donation:** We may disclose protected health information to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law; to a funeral director, as authorized by law, in order to permit the funeral director to carry out their duties; or for cadaver organ, eye or tissue donation purposes.

**Other Uses:** We may disclose your protected health information for other reasons including: research where established protocols protect your privacy; to Law Enforcement agencies where there is a imminent threat to the health or safety of a person or the public; to the Military for command, benefit, or national security activities; in compliance with Workers Compensation laws; and other uses allowed or required by law.

## **2. Your Rights**

Following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

**You have the right to request a restriction of your protected health information.** This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice.

Citizens is not required to agree to a restriction that you may request. If Citizens believes it is in your best interest to permit use and disclosure of your protected health information, or that it is not reasonably feasible to comply with your request, your protected health information will not be restricted. If Citizens does agree to the requested restriction, we may not use or disclose your protected health information in violation of that restriction unless it is needed to provide emergency treatment as part of provision of your PERS services. You may request a restriction by submitting a written request to Citizens.

You have the right to request to receive confidential communications from us by alternative means or at an alternative location. We will accommodate reasonable requests that are feasible to implement. We may also condition the accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. You make this request in writing to Citizens.

**You may have the right to have Citizens amend your protected health information.** This means you may request an amendment of protected health information about you in a designated record set for as long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. You may request an amendment by submitting a written request to Citizens.

**You have the right to receive an accounting of certain disclosures we have made, if any, of your personal and protected health information.** This right applies to disclosures for purposes other than provision of PERS services, treatment, payment or healthcare operations as described in this Notice of Privacy Practices. It excludes disclosures we may have made to you, to family members or friends involved in your care, or for notification purposes. You have the right to receive specific information regarding these disclosures that occurred after August 1, 2012. The right to receive this information is subject to certain exceptions, restrictions and limitations. To request an accounting of disclosures, you may contact Citizens.

**You have the right to obtain a paper copy of this Notice from us,** upon request, even if you have agreed to accept this Notice electronically.

### **3. Questions and Complaints**

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying us of your complaint. We will not retaliate against you for filing a complaint.

If you have questions about this Notice or wish to exercise any of the rights described in this Notice you may contact us via e-mail at [customercare@citizens.coop](mailto:customercare@citizens.coop), by phone at 540-745-2111, or by writing to Citizens, 220 Webbs Mill Road, Floyd, VA 24091.

The effective date of this Notice is August 1, 2012.

