

The Patient Education Institute
Website Policies

Approved by
Moe A. Ajam
President
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www.patient-education.com

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Introduction

The purpose of this document is to set the policies of our company's website at www.patient-education.com (Website) and the procedures to ensure their enforcement.

These policies are adapted from national standards that have been developed for the purpose of accrediting health websites.

If you have any question, comment, or concerns about these standards contact the President or the Vice President of the Website Quality Oversight Committee (see Section VII).

Definitions

- 1. Commerce:** Any services provided by a *Website* that include the selling or marketing of *health content*; medical supplies or equipment; pharmaceuticals, dietary or nutritional supplements; *service delivery*, or other health care services or products.
- 2. Connectivity:** Any services provided by a *Website* that include the exchange or storage of *personal health information* or *health content* between *users* and the *Website*, *users* and *health professionals* or facilities, or among *users*. Examples include management of health care records, chat rooms, discussion groups, bulletin boards, and e-forums.
- 3. Contractor:** A business entity that performs delegated functions on behalf of the *Company*. Includes (but is not limited to) wholly-owned or controlled subsidiaries and third party vendors.
- 4. Health Content:** *Website* services that are intended to provide general, *user* non-specific information or advice about maintaining health or the treatment of an acute or chronic illness, health condition, or disease state.
- 5. Health professional:** An individual who: (1) has undergone formal training in a health care field, (2) holds an associate or higher degree in a health care field and holds a state license or state certificate in a health care field (where applicable), and (3) has professional experience in providing direct patient care.
- 6. Opt-in:** Affirmative consent actively provided by a *user* to participate in an activity or function of the *Website*, provided after the *Website* has fully disclosed the terms and conditions of participation to the *user*, including:
The duration of the opt-in (is it indefinite or does it apply for a specified period?);
The type of information to be collected from the user, and the purposes for which the information will be used; and
The mechanism by which the user may *opt-out*.
- 7. Opt-out:** A process by which a *user* declines to participate in an activity or function of the *Website*.

8. **Company:** The Patient Education Institute, Inc. also doing business as X-Plain.com, Inc.
9. **Passive tracking mechanism:** A persistent electronic file used to track *Website* navigation.
(Passive tracking mechanisms may be temporary, which exist during a given Internet session but are destroyed automatically after the session is ended, or persistent, which exist permanently until they are deleted and may be used to track *user* behavior from one session to the next. The term “passive tracking mechanism,” as used in this document, refers to persistent mechanisms, which allow a *Website* to record and retain *user*-specific navigation information whenever the *user* accesses the *Website*.) Examples of passive tracking mechanisms include (but are not limited to) cookies, clear gifs, web bugs, etc.
10. **Personal health information:** Any *personally-identifiable information*, whether oral or recorded in any form or medium, that:
Is created or received by a *user*, *Company*, health care provider, health plan, public health authority, employer, insurer, school or university, or health care clearinghouse; and
Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
11. **Personally identifiable information:** Any information that can be tied to an individual identifier.
12. **Quality Oversight Committee:** A committee that has been assigned responsibility and authority for the quality of the *Website* by the management of the *Company*. At a minimum, the committee membership includes:
The health professional(s) responsible for the health content on the Website; and
The individual responsible for the Website’s privacy practices.
13. **Service delivery:** Any services provided by a *Website* that include *user*-specific health care advice or information; communication between and among health care providers, *users*, and health plans, health insurers, or health care facilities regarding treatment decisions, claims, billing for services; and other services provided to support health care.

14. **User:** An individual person who visits a *Website*.

15. **Website:** An electronic source of health content, commerce, connectivity, and/or service delivery.

Policies

I Disclosure

Policy 1

The *Website* shall disclose to *users*:

- (a) The specific services it provides, such as *health content, connectivity, service delivery, personal health management, and commerce*. Such disclosure shall be specified in the home or main section page.
- (b) Terms and conditions regarding the provision of services. Such disclosure shall be in the terms and conditions of use agreements.
- (c) Appropriate uses and limitations of those services including limitations on
 - (i) providing health advice to *users*; and
 - (ii) emergency health situations; andSuch disclosure shall be in the terms and conditions of use agreement.
- (d) The rights and responsibilities of *users* and other participants. Such disclosure shall be in the terms and conditions of use agreement.

Policy 2

The *Website* shall disclose its practices for uses and response times for e-mails, electronic messages, and other communications transmitted via the *Website*. Such disclosure shall be by automated functions that assign a case or contact number to all such communications.

Policy 3

The *Website* shall disclose to *users*:

- (a) What information is collected about *users* and how it is used (including the use of *passive tracking mechanisms*);
- (b) To whom *personally-identifiable information* may be disclosed, and for what purpose;
- (c) How long *personally-identifiable information* is retained;
- (d) The rights of *users* with respect to their *personally-identifiable information*, including all the rights enumerated in section IV of these standards;
- (e) The entity that maintains *personally-identifiable information*; and
- (f) Any limitations on deletion or removal of information.

Policy 4

The *Website* shall disclose to *users* information regarding:

- (a) Significant financial investors and interests in the *Company* or *Website*. Such information shall be disclosed under "About Us" in the Investor/Directors section. This includes disclosing any other company's product, service, or organization mentioned or endorsed on the Website;
- (b) The identity of the *Website Company*, including address and legal name. Such information shall be included in the About Us section.
- (c) Where to get more information about the *Company*. Such information shall be included in the About Us section.

Policy 5

The *Website* shall disclose to *users* its editorial policy. Such information shall be in the Product section.

Policy 6

The *Website* discloses to *users* its advertising and sponsorship policies. Such information shall be included in the terms and conditions of use agreement. Currently, the Company does not accept or has not accepted any advertisement in its Website or health content.

Policy 7

The *Website* shall disclose significant relationships between commercial sponsors and *health content* by identifying a sponsor's involvement in:

- (a) Selecting or preparing health information content that appears on the *Website*, including any sponsorship of priority listings in search engine results, product listings, or other preferences in presentation of information to consumers; and
- (b) Any "co-branding" of *health content* or *service delivery*.

Policy 8

The *Website* shall disclose to *users* its promotional policy, i.e. if and how it will use information obtained from users to promote goods and services of the *Company* or its business partners.

Policy 9

The *Website* shall disclose if it has a material financial and/or business relationship based on linking to other sites. Any link to another site shall indicate if we are linking to a client or partner.)

Policy 10

Notice of all disclosures shall be prominently posted on the *Website*, and the disclosures shall be available electronically through the *Website*.

II Health Content and Service Delivery**Policy 11**

The *Company* shall develop editorial policies and applies these policies to all *health content* on the *Website*, whether developed by the *Company* or licensed from another organization.

Editorial policies specify:

- (a) Requirements for minimum qualifications of authors and sources of *health content*; and
- (b) The editorial review process for any *health content* to be displayed on the *Website*.

Policy 12

The *Website* shall clearly distinguish advertising from *health content* using identifying words, design, or placement. Currently, Company does not accept any advertising.

Policy 13

The *Website* shall not make claims of therapeutic benefit without the therapy being a standard care recognized by physicians and healthcare professionals.

Policy 14

The *Company* shall implement a policy not to knowingly accept advertising or sponsored *health content* for the *Website* that either contains false or misleading claims or promotes ineffective or dangerous products.

Policy 15

For *health content*, the *Website* shall provide:

- (a) The name of Patient Education Institute as a source of the material, when the material is published in-house.

- (b) The date of the *health content* or its last update.

Policy 16

Where the *Website* presents *health content* based on clinical experience or scholarly research, the *Website* clearly shall disclose the actual author(s) of the *health content*.

As of the date of the approval of this policy document, the Patient Education Institute has not approved publishing health software programs regarding clinical research, self assessment, or behavioral modification programs.

Policy 17

The *Website* has a conflict of interest policy for all authors of *health content* that is easy for *users* to find, read, and understand. Such information shall be displayed clearly and associated with the related health content.

Policy 18

When the *Website* offers any self-assessment tools (currently we don't), the *Website*:

- (a) Shall disclose their source;
- (b) Shall describe the scientific basis for their operation; and
- (c) Shall describe how the *Website* maintains self-assessment tools, including:
 - (i) a description of the evaluation process; and
 - (ii) the date of the last review or update.

Policy 19

For *service delivery*, the *Website* shall provides conspicuous and appropriate information for *users* to understand when they are, and are not, in an interaction with a *health professional* that is covered by the ethical standards of the profession.

Policy 20

For *service delivery*, the *Company* implements systems to enable *health professionals* to adhere to professional ethical principles in the *Website* environment.

Policy 21

The *Website* shall provide information on:

- (a) The credentials and qualifications and professional licensure of persons responsible for *service delivery*; and
- (b) Whether the *Company* verifies information regarding *health professionals* or others who provide services or information on the *Website*.

III Linking

Policy 22

The *Company*, with the involvement of the *quality oversight committee*, shall link only to the following types of health sites: 1) Link to Company's client sites; 2) Link to government sites; 3) Link to partners' sites; and 4) Link to URAC-accredited sites.

Policy 23

The *Website* shall clearly indicate to *users*:

- (a) Whether links to other sites are provided for information only or constitute endorsements of those other sites; and
- (b) When they are leaving the *Website* to go to a linked site.

Policy 24

The *Company* shall quarterly:

- (a) Re-evaluates appropriateness of links to other sites; and
- (b) Checks the functionality of links and removes or corrects non-functioning links.

Policy 25

The *Website* shall provide a mechanism for *users* to report non-functioning links. Such link shall be termed Report Bug and shall be located under a main "Help" sections that appear on all pages.

IV. Privacy

Policy 26

The *Website* shall allow *users* to *opt-out* of the collection and use of *personally identifiable information* and describes the consequences both of providing, and not providing, such information.

Policy 27

If the *Website* uses *passive tracking mechanisms*, the *Website* shall:

- (a) Disclose the use of *passive tracking mechanisms* to *users* and the purpose(s) for which the *passive tracking mechanisms* will be used;
- (b) Obtain *opt-in* from *users* before persistent *passive tracking mechanisms* are used;
- (c) Provide *users* who have previously agreed to the use of *passive tracking mechanisms* a mechanism to subsequently *opt-out*; and
- (d) Inform *users* of the consequences of not agreeing to the use of *passive tracking mechanisms* (for example, restricted access to the *Website*).

Policy 28

If the *Website* collects *personal health information*, the *Website* shall do so only for *users who opt-in* for collection, and the *Website* describes the consequences both of providing, and not providing, such information.

As of the date of the approval of this policy document, the Patient Education Institute does not collect any personal health information on its web servers.

Policy 29

The *Website* shall obtain *opt-in* from *users* prior to the collection and use of *personal health information*.

Policy 30

The *Website* shall not use *personal health information* for any purpose outside the scope of the original *opt-in* without first obtaining additional *opt-in* (unless required by law).

Policy 31

The *Website* shall provide information to *users* about how to access, supplement, and amend *user-provided personal health information*.

Policy 32

Specific, voluntary *opt-in* shall be obtained prior to disclosure of *patient health information* unless required for: health care operations, treatment; payment, internal quality management activities, or legal requirements (public health reporting, fraud and abuse investigations, court orders, and warrants).

Policy 33

The *Website* allows *users*, at any point, to *opt-out* of the continued collection and use of their *personal health information* and/or request deletion or removal of that information, providing directions/adequately describing how to do so.

Policy 34

For users who have *opted-out* of the use of their *personal health information* (or who no longer have access to their *personal health information* on the *Website*), the *Company* shall develop and implement policies and procedures for:

- (a) The management of retained *personal health information*; and
- (b) The deletion or removal of *personal health information* for which the *user* has *opted-out*.

Policy 35

The *Company* shall require a business partner agreement from any third parties that have access to *personally identifiable information* on (or obtained through) the *Website*, holding them to the same (or higher) privacy standards as the *Company*.

V. Security**Policy 36**

The *Company* shall require a business partner agreement from any third parties that have access to *personally identifiable information* on (or obtained through) the *Website*, holding them to the same (or higher) security standards as the *Company*.

Policy 37

If the *Website* maintains or collects *personal health information*, the *Company* shall have an annual auditor's report that finds the *Website* meets or exceeds industry security standards and practices – both technological and administrative – to guard against unauthorized access to *personal health information*.

VI. Accountability**Policy 38**

The *Website* shall provides a mechanism, clearly identifiable to *users*, to:

- (a) Provide feedback about the *Website*; and

- (b) Register complaints.

Policy 39

The *Company* shall respond to complaints within 3 (three) business days.

Policy 40

Information collected through the mechanisms described in standards Policies 38 and 39 shall be documented and shared with the President of the *quality oversight committee*.

VII. Policies and Procedures

Policy 41

The *Company* shall use this X-Plain Website Policies manual govern all material aspects of its Web-based, electronic activities, including but not limited to:

- (a) *Quality oversight committee*
- (b) Staff Competency Development
- (c) Disclosure
- (d) *Health content and service delivery*, including editorial policy
- (e) Linking
- (f) Privacy and Confidentiality
- (g) Security
- (h) Accountability
- (i) Accessibility (including accessibility for disabled persons)
- (j) Reliability and Performance: X-Plain tutorials shall always be available for delivery from a disaster recovery server, which shall be located in a State that is different than the State in which the master servers are located.
- (k) Credentialing and Professionalism
- (l) Protection of children regarding *Website* access: A disclaimer in our Terms of Use agreement for end-users will indicate that X-Plain tutorials may include illustrations that may be deemed by some communities inappropriate for children.
- (m) Business relationships (including advertising and editorial autonomy): Since 1995, the Editorial Department staff under the Medical Director have operated until total autonomy. This shall remain the policy of the Patient Education Institute. As of the date of the approval of this policy document, the Patient Education Institute has not approved any revenue from advertising.

- (n) Response to *users* who attempt to utilize the *Website* outside the scope of its intended services. Unless allowed through a signed licensing agreement, users of our website and X-Plain tutorials are prohibited from the following:
1. You may not use the X-Plain Tutorial for any commercial use. "Commercial use" means charging any fee for a service that includes using the X-Plain Tutorial.
 2. You may not co-brand the X-Plain Tutorial. "To co-brand" means to link to the X-Plain tutorial and display a logo, trademark, name, or other sign of identification of any party in such a manner reasonably likely to give the impression that such other party has licensed or has the right to use the X-Plain Tutorial.
 3. You may not frame the X-Plain Tutorial. "To frame" means to have the X-Plain Tutorial or a portion of it appear on the same screen with another website or a portion of one.
 4. You may not deep-link to the X-Plain Tutorial. "To deep-link" means to link directly to an X-Plain Tutorial page without going through the home page on which licensed X-Plain Tutorials are listed.
 5. You may not document the activity of an X-Plain Tutorial. "To document the activity" means to use the X-Plain Tutorial with another computer software to generate an electronic record of a patient's or a user's access to and/or completion of the X-Plain Tutorial.
 6. You may not reproduce, transmit, publish, or distribute the X-Plain Tutorial or any of its Content (graphics, text, and narration) to any third party without the express written consent of PEI.
- (o) Roles and responsibilities (if any) with respect to reporting information to appropriate legal and regulatory authorities. All legal issues related to licensing and violations of the terms of use shall be reported to the President, who will decide whether to reported to the company's legal council.

Policy 42

The *Company shall*:

- (a) Maintain a master copy of this policies manual; and
- (b) Review this manual at least once annually.

Policy 43

Internal policies and procedures shall include:

- (a) Effective dates, including the date of the most recent revision; and
- (b) Signature of person with approval authority.

Policy 44

The *Company shall*:

- (a) Adopt the guidelines, principles, and ethics code of this policies manual to guide development on the *Website*; and
- (b) Ensure that all policies and procedures are consistent with this policies manual adopted by the *quality oversight committee*.

Policy 45

The *Company shall* implement a process to provide staff training, in order to keep all those involved in *Website* operations up-to-date regarding all policies and procedures relevant to their job functions. This shall include posting this policies manual on the Web and requiring involved employees to review it twice a year.

Policy 46

The *Company shall* implement processes to maintain oversight of activities delegated to *contractors*, including written contracts that specify:

- (a) The responsibilities of the *Company* and the *contractor*; and
- (b) Mechanisms to address any problems with the *contractor's* performance.

VIII. Quality Oversight Committee**Policy 47**

The *Company shall* establish a *quality oversight committee*. The committee shall consist of at least the President, the Medical Director, and the Director of Web Development of the Company.

Policy 48

The *quality oversight committee* shall consider and apply other professional guidelines, principles, or ethics codes as appropriate to its *health content*, audience, and goals.

Policy 49

The *quality oversight committee* shall review changes to all policies and procedures related to the *Website*.

Policy 50

The *quality oversight committee* shall establish and review performance data or indicators relative to the *Website* at least quarterly and implement interventions in cases where the data indicate deviations from stated policies.

Policy 51

The *quality oversight committee* shall maintain a process to implement appropriate interventions for circumstances or events that may pose an immediate or imminent threat to the health, safety, or welfare of *users*.

Policy 52

For issues that require intervention, the *quality oversight committee* shall:

- (a) Oversee the corrective action; and
- (b) Document the corrective action and any resulting improvements.

Policy 53

The *quality oversight committee* shall maintain a formal record of proceedings.