

Terms and Conditions of Use

**Fazzi Associates, Inc.**

**11 Village Hill Rd. Suite 101**

**Northampton, MA 01060**

By using this Site, you signify that you have read these Terms and Conditions of Use and that you assent to these terms and conditions of use. If you do not agree to follow each of the terms and conditions of use, do not use this Site.

Fazzi Associates, Inc. (Fazzi) reserves the right to update these terms and conditions at any time. Your continued use of the Fazzi website (www.Fazzi.com) (the “Site”) means that you accept those changes.

Fazzi Associates, Inc. is a Massachusetts corporation dedicated to home care and hospice services. The Site describes the services provided by Fazzi including assisting home care and hospice agencies in making positive transformations to improve services. Fazzi is dedicated to social responsibility and makes charitable donations of a percentage of its profits.

The Site describes services provided by Fazzi including revenue cycle management, outsourced coding, billing, consulting, operational review, strategic planning, interim management, marketing, customer service and sales, including the use of satisfaction surveys to improve services, business intelligence, education and training for home health care and hospice providers and original research in the area of best practices in the home health and hospice industry.

This Site does not provide health care advice. The Site does not provide health related consulting. The Site provides services to help agencies achieve improvement. The content of the Fazzi Site including text, graphics, images, information obtained from licensors, and other material contained on the Fazzi Site are for informational and educational purposes only. The Site is not intended to be a substitute for medical care, health advice, or hospital care. Always seek the advice of your physician, or other qualified health care provider with any questions you may have regarding your specific medical or health condition.

**Use of Content.** Fazzi authorizes you to view or download a single copy of the Site solely for your business use.

The Site is protected by copyright under the United States and foreign laws. Title to the Site remains with Fazzi. Any use of the Site not expressly permitted by these terms and conditions is a breach of these terms of conditions and may violate copyright, trademark and other laws. The Site and its features are subject to change or terminate without notice in the editorial discretion of Fazzi. If you violate any of these terms and conditions, your permission to use the Site automatically terminates.

The Site is being presented for your business use. Fazzi grants to you a non-exclusive non-transferable, non-sublicensable, limited right and license to access the Site, and to use the Site and its resources to address and resolve core industry challenges of home health and hospice agencies.

**No Reproduction of Materials.** The materials on the Site are protected under state and federal copyright and trademark law. By accessing and using the Site, you do not obtain any ownership interest or rights to the material found on the Site, nor are you permitted to copy or create any derivative works of using any portion of the material. All rights to the content of the Site, or the right to access the content or material thereon, automatically terminates along with the permission or license granted by us hereunder. Copyright and trademark infringement are violations of federal and state law, and are subject to criminal and civil penalties. In the event of any confusion as to the use of the Site, please contact Fazzi for clarification.

**Liability of Fazzi and its Licensors.** The use of the Fazzi Site is at your own risk. When using the Fazzi Site, information will be transmitted over a medium which is beyond the control and jurisdiction of Fazzi. Accordingly, Fazzi assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the Fazzi Site.

The Fazzi Site is provided on an “as is” basis. Fazzi and its licensors, to the fullest extent permitted by law, disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties rights and fitness for a particular purpose. Specifically, Fazzi makes no representations or warranties about the following:

1. The accuracy, reliability, completeness, currentness or timeliness of the materials, strategies, training, research, consulting, the text, graphics, links, or communications provided on or through the use of the Site.

2. The effectiveness of the Site in helping your agency to reach its goals.
3. The success of your agency in satisfying compliance audits, in reaching coding competencies, in meeting financial objectives, in maintaining currency with new developments.

In no event, shall Fazzi, its licensors or any third parties mentioned on the Fazzi Site be liable for any damages (including without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Site, whether based on warranty, contract, tort or any other legal theory, and whether or not Fazzi is advised of the possibility of such damages. Fazzi is not liable for any personal injury, including death, caused by the use or misuse of the Site. Any claims arising in connection with your use of the Site must be brought within one year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions. Fazzi hereby specifically disclaims any responsibility for failure of any agency to reach its goals, to improve profitability or success or to solve core industry challenges. There is no guarantee of success. Fazzi hereby specifically disclaims all responsibility.

**No Unlawful or Prohibited use/Intellectual Property.** You are granted a non-exclusive, non-transferrable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Fazzi that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as a part of the Site, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Fazzi and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Fazzi content is not for resale. Your use of the Site does not entitle you to make any

unauthorized use of the Site or of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your business, and will make no other use of the content without express written permission of Fazzi. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Fazzi or our licensors except as expressly authorized by these terms and conditions. Access to the Site does not afford an agency with any ownership rights to Fazzi or the Site or its content.

**General Restrictions.** You may not transfer, copy or display the Site or its content, except as permitted herein. In addition, you may not sell, rent, lease, distribute, broadcast, sublicense or otherwise assign any right to the Site or its content to any third party. You may not attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management system used as part of the Site for any commercial or illegal purpose.

**User Submissions.** You agree that you will not upload or transmit any communications or content of any type that infringes or violates any rights of any party. You agree that any such submission is non-confidential for all purposes. If you make such submission, you are warranting that the owner of such content has expressly granted Fazzi a royalty-free, perpetual, irrevocable, world-wide non-exclusive right to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display the communication or content in any media or medium, or any form or format now known or hereafter developed.

**Fazzi Electronic Communications.** Visiting the Site or sending emails to Fazzi constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Fazzi reserves the right but is not obligated to do any or all of the following:

1. Investigate the allegation that a communication does not conform to the terms of this Agreement;
2. Remove communications which are abusive, illegal or disruptive and otherwise fail to conform with these terms and conditions;
3. Terminating user's access to any of the Site entirely upon any breach of these Terms and Conditions;

4. Monitor, edit or disclose any communication on the Site;
5. Edit or delete any communication posted on the Site, regardless of whether or not such communication violates the standards.

Fazzi reserves the right to take any action it deems necessary to protect the personal safety of our employees or the public. Fazzi has no liability or responsibility to users of the Fazzi Site or any person or entity for performance or nonperformance of the aforementioned activities.

**Advertising and Links to Other Sites.** Fazzi does not endorse the content of any third party website. Fazzi is not responsible for the content of links, third-party sites, sites framed within the Fazzi Site or third-party advertisements and does not make any representations regarding their content or accuracy. Your use of third party websites is at your own risk.

**Indemnity.** You agree to defend, indemnify and hold Fazzi, its officers, directors, employees, agents, licensors and suppliers harmless from and against any claims, actions or demands, liabilities and settlements, including without limitation reasonable legal and accounting fees resulting from or alleged to result from your use of the Site, from the success of your agency, from failure of your agency, from failure of your implementation of Fazzi strategies, from failure of your agency to meet best practices goals.

These Terms and Conditions are governed by the laws of the Commonwealth of Massachusetts, without respect to its conflicts of law principles. If any provisions of these Terms and Conditions are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

**Complete Agreement, Except as Expressly Provided in a Particular “Legal Notice” on the Fazzi Site.** These Terms and Conditions constitute the entire agreement between you and Fazzi with respect to the use of the Fazzi Site and the Fazzi Site and its content. Your use of the Fazzi Site is also subject to the Fazzi disclaimers and policies posted herewith.

Thank you for your cooperation. We hope you find the Fazzi Site educational and informative. ©2016 Fazzi Associates, Inc. All Rights Reserved.

January, 2016

## **PRIVACY POLICY**

### **SCOPE:**

This policy is designed to inform you of the Fazzi Associates, Inc. (Fazzi) policy regarding the collection, use and disclosure of information we receive from users of the Site and home care and hospice agencies. By partnering with Fazzi, you agree to the collection and use of information in accordance with this policy. Fazzi may disclose information received from users where Fazzi reasonably believes that disclosure of such information is necessary to comply with law (including court and government orders, and civil subpoenas) or to Fazzi's agents and advisors so that they may provide their services to Fazzi, and only under strict confidentiality restrictions.

### **INFORMATION COLLECTION, USE, AND SHARING:**

#### *Personal Information:*

When partnering with Fazzi, we may ask you to provide us with certain personally identifiable information that can be used to maintain an uninterrupted stream of communication in order to provide pertinent updates regarding the agency. Personally identifiable information may include, but is not limited to the agency name, address, telephone, or any other information deemed necessary to maintain communication.

#### *Learner Information:*

The information collected regarding learners' identity shall include name, address, email, employing facility if applicable, professional licensure, credit card information if applicable, learning event attendance and completion, and test grades. If a learner is enrolled in a learning event through an education contract with an organization, we will only disclose learner training records to the leadership of the organization. Otherwise, unless disclosed in advance to the learner, learner training records will only be released upon the learner's request submitted by mail, email, or phone confirmed by email.

#### *Audio/Video Content:*

Any audio or video content on the Site is for educational purposes only and may not be duplicated by visitors. The participants have released the content to Fazzi in writing and reserve no rights.

## **SECURITY:**

We take precautions to protect your information. When you submit sensitive information via the Site, your information is protected both online and offline. Wherever we collect sensitive information, that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for "https" at the beginning of the address of the web page. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Fazzi recognizes the importance of protecting our users' privacy. To that end we have created this privacy statement in order to demonstrate our commitment to privacy. Information on how Site content can and cannot be used is also listed below. Please note that laws and regulations above and beyond Fazzi's policies may apply to commercial electronic messages sent to individuals who have elected to list their contact information on the Fazzi website. Fazzi strives to comply with all privacy laws.

## **WHAT INFORMATION IS COLLECTED**

Fazzi and its Web hosting company, acting as Fazzi's agent, collect and store technical information about your visit to our website. We use this information for statistical purposes to make our Site more accessible to visitors and the information we collect is not provided to any other third party. Specifically, we may record:

- The name of the domain from which you access the Internet.
- The Internet address of the website from which you linked directly to our Site, if any.
- The type of Web browsing software and operating system you are using to view our Site.
- The date and time you access our Site.
- The pages you visit on our Site.
- The amount of time spent on the Site.

Some parts of the Fazzi website may use a "cookie," which is a file placed on your computer hard drive, that allows the Fazzi Web server to log the pages you use in the Fazzi Site and to determine if you have visited the Site before. The Fazzi server uses this information to provide certain features during your visit to the Site. You can set your browser to warn you when placement of a cookie is requested and decide whether or not to accept it. By rejecting a cookie, some of the features available on the Site may not function properly. We do **not** use cookies to collect personal information (email address, etc.)

Throughout the website there may be forms to request information, products, and services. These forms typically ask for contact information (such as your phone, address or e-mail address), financial information (such as your credit card numbers), and demographic information (for example, company product categories, areas of interest, location, etc.) Contact information from these forms is used to send education, training, research projects, best practices studies, or other information that you request.

### **HOW INFORMATION COLLECTED IS USED**

Demographic and profile data collected at our Site may be added to a database maintained by Fazzi to customize your website experience. It may be used to contact users of the Site for online surveys or advocacy purposes if the user has indicated an interest. No personal information is ever shared or sold to a third party.

### **LINKS TO OTHER SITES**

The Site may contain links to other Sites. Fazzi is not responsible for the privacy practices of such websites. Inclusion of links to an outside website, whether in an advertisement or content area of Fazzi's website, is not an endorsement of the website or a guarantee that the information it contains is accurate.

### **PUBLIC FORUMS**

Our Site may make list servers and Web forums available to its users. Any information that is disclosed in these areas becomes public information, and you should exercise caution when deciding to disclose personal or business information.



## **SECURITY**

Our Site uses physical, electronic and managerial procedures to protect information collected online including firewalls to protect the loss, misuse and alteration of the information under our control. The use of these security measures is not a guarantee that information supplied over the Internet will not be intercepted.

## **CHOICE/OPT-OUT OR CORRECTIONS/UPDATES**

Users of our Site have the opportunity to opt-out of receiving communications from us. If you no longer wish to receive any future communications or need to change or modify information previously provided please send an email to Fazzi Associates, Inc.; info@fazzi.com or call 413-584-5300.

## **CHANGE IN TERMS OF PRIVACY**

Fazzi reserves the right to alter its privacy policies. Any changes to the policy will be posted on this page.

This Site is controlled and operated by Fazzi from its offices within the United States. Fazzi makes no representations that materials, information, or content available on or through this Site are appropriate or available for use in other locations, and access to them from territories where such materials, information, or content are illegal is prohibited. Those who choose to access this Site from other locations do so on their own volition and are responsible for compliance with applicable local laws.

## **SITE CONTENT**

You may access, download and print materials on this Site for your business use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from this Site without first obtaining written consent from Fazzi. Furthermore, you may not use the materials found on this Site on any other websites or in a networked environment without first obtaining written consent from Fazzi.

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reproduction, distribution, or transmission of the copyrighted materials at this Site is permitted without the written permission of the Fazzi.

## **SPAM POLICY**

Contact information included on Fazzi's Site is **not** posted for the purpose of promoting/marketing products/services to agencies, but is primarily posted for the purpose of allowing agencies to connect with Fazzi. All other email and electronic communications should adhere to the following principles:

1. You should have a prior relationship with the person receiving your email. (Someone giving you their business card is acceptable in this regard—it implies permission to get in contact. Similarly if someone has sent you an email.)
2. A valid "from" and "reply to" address must be included with each message.
3. If you have a subscription list, you should send a confirmation email that the person wishes to be on the list.
4. There should always be a quick way to unsubscribe from any mail list.
5. Any request to cease mailing from an individual or organization should be quickly honored.
6. A complaint involving a breach of this policy may be considered a violation of the Fazzi Code of Ethics, and therefore referred to the Board of Directors for their consideration. Should they find a breach occurred, remedies may be required. Sanctions may also be imposed such as suspending or terminating the coach's membership and/or credential with the Fazzi.

Please note that spam laws and regulations above and beyond Fazzi's policies may apply to commercial electronic messages sent to individuals who have elected to list their contact information on the Fazzi Site.

## **CONTACTING FAZZI**

If you have any questions about this privacy statement, the practices of this Site, or your dealings with this website, please contact the following:

Fazzi Associates, Inc.  
11 Village Hill Rd. Suite 101  
Northampton, MA 01060

**CHANGES TO THIS PRIVACY POLICY:**

Fazzi may update this Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on the Site. You are advised to review this Privacy Policy periodically for any changes.

This Program Application Privacy Policy and privacy practices of the Fazzi will be subject exclusively to the laws of the Commonwealth of Massachusetts within the United States. Fazzi makes no representations that this Policy and its practices comply with the laws of any other country.

**CONTACT US:**

If you have any questions about this Privacy Policy, please contact Fazzi.

## **LEGAL NOTICES**

### **PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE.**

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### **TRADEMARK DISCLOSURE**

Fazzi, Fazzi Supervision Plus, The Coding Academy, the International Coding Academy, Safeside, The Benchmark Email, Oasis Competency Institute, Homecare Quality Institute, Oasis Tracker, and Oasis Walk PAT/STAT National Database and Patient Satisfaction System are registered trademarks of Fazzi, and may not be used without the prior written approval of Fazzi. All other brands, names, and logos used on the Site are the property of their owners and are used with specific permission by Fazzi.

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## **OWNERSHIP OF MATERIALS**

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## **TERMINATION OF THIS LICENSE**

Fazzi reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Massachusetts and you hereby consent to the exclusive jurisdiction and venue of courts in Massachusetts in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Fazzi as a result of this agreement or use of the Site. Fazzi's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Fazzi's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the website or information provided to or gathered by Fazzi with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Fazzi with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Fazzi with respect the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. FAZZI ASSOCIATES, INC. MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE AT ANY TIME.

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## **LINKS TO OTHER MATERIALS**

The linked Sites are not under the control of Fazzi, and Fazzi is not responsible for the content of any linked Site or any link contained in a linked Site. Fazzi reserves the right to terminate any link or linking program at any time. Fazzi does not endorse companies or products to which it links and reserves the right to note as such on its web pages. If you decide to access any of the third-party Sites linked to this Site, you do so entirely at your own risk.

## **APPLICABLE LAWS**

This Site is controlled by Fazzi from its offices within the United States of America. Fazzi makes no representation that the Site is appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Materials in violation of U.S. export laws and regulations. Any claim relating to the content of the Site shall be governed by the internal substantive laws of the Commonwealth of Massachusetts. Fazzi is a Massachusetts Corporation, established to fulfill its mission to assist home care and hospice agencies in making positive transformations to improve services. (See [www.fazzi.com](http://www.fazzi.com))

## **GENERAL**

Fazzi may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

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Massachusetts, USA

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