

## **Housecall Privacy Statement Statement Date: 01/01/2007. Most recent update 09/18/2009**

### Privacy Policy Intent:

We recognize that privacy is an important issue, so we design and operate our services with the protection of your privacy in mind. This Privacy Policy outlines the types of personal information we gather when you use the Housecallrehab.com website, as well as some of the steps we take to safeguard it in compliance with the Health Insurance Portability and Privacy Act (HIPPA), the Children's Online Privacy Protection Act (COPPA), The CAN SPAM ACT, and the Do NOT CALL REGISTRY. We will not knowingly collect personally identifying information from children under the age of 13.

### Our Privacy Policy:

The following principles apply to the personally identifying information we ask for and that you provide. "Personally identifying information" is information that individually identifies you. Any personally identifying information which is submitted by you on this site by you and or your healthcare provider will be treated and processed by Housecall LLC only in accordance with this Privacy Policy. By submitting any such information on this site, both you and your health care provider consent to Housecall LLC holding and processing, both electronically and manually, the data submitted by you, for the expressed purpose. You agree to be bound by the applicable Housecall Privacy Statement, subject to change in accordance with its terms. Most importantly, you agree: To Housecall maintaining your data according to the Housecall Privacy Statement, as part of the Software/Service. To give Housecall permission to aggregate your non-personal identifiable data which you enter or upload with that of other users of the Software/Service. By way of example, this means that Housecall may use that aggregated data to improve services, design promotions, or provide ways for you to compare business practices with other users. Housecall is a global company and may access or store personal information in multiple countries, including countries outside of the European Union that may be deemed to have inadequate protections by European Union Data Protection Authorities. When you agree to the Agreement, you agree to this practice. Standard browsing and searches of the Housecallrehab.com web site do not require any personally identifying information. We collect limited general information your browser makes available whenever you visit a website. This information may include your Internet Protocol address, the operating system your computer is using, the browser software your computer is using, who your Internet service provider is, the Uniform Resource Locator ("URL") of the website from which you just came and the URL to which you go next, and certain operating metrics, such as the amount of time you use our

website and the date and time of your query. Some of our services (including viewing resources, email subscriptions, etc.) require you to register for an account (s). We may ask you for some personal information in order to create an account (typically your name, email address and a password for your account) and we will use that information to provide services to you, including sending periodic emails for information updates. For certain services, such as our online marketplace, we may request credit card or other payment information, which we do not save or maintain in any form on our servers. All credit card transactions are processed by a secure third party in compliance with all applicable online financial transaction requirements as set forth in the terms of service agreed to with and through the third party processors, gateway providers and merchant service regulations. When using our exercise database, a cookie is sent to your computer that uniquely identifies your browser. A "cookie" is a small file containing a string of characters that is sent to your computer when you visit a website. We use cookies to identify users upon return to the registration page to avoid duplicate registrations. Most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, online registration may not function properly without cookies. We may share your non-personally identifying (aka de- identifying) information unless we are compelled to do so by law or by an order of a court or other governmental authority; In order to cooperate with law enforcement authorities or governmental regulatory bodies; and As we deem necessary to protect our rights, safety, or property, our users or others, or to enforce our terms of use agreement or Privacy Policy. We may store and process personal information collected on our site in the United States or any other country in which Housecall LLC or its agents maintain facilities. By using our services, you consent to the transfer of your information among these facilities, including those located outside your country. Your personally identifiable information may also be accessible by third-party services providers with whom we may subcontract, including those who host and maintain our websites, but only when they agree to comply with restrictions that are consistent with this Privacy Policy. We may share your non-personally identifying information. In the event of a transfer of ownership of Housecall LLC, such as acquisition by or merger with another company, we will provide notice on the housecallrehab.com site before any personally identifying information becomes subject to a different privacy policy. The general information that we gather about you may be aggregated with general information of all users to help us better understand how our site is used. Examples of this include the number of users who searched for a particular term or how many users accessed specific services. In addition, we may aggregate the general information and personal information. We may compile and analyze this aggregated information so that we can provide more meaningful information to corporate partners, offer promotions, and more relevant content to you. If you decide at any time in the future that you do not wish to receive communications from Housecall and or its partners and affiliates, you can

permanently “opt out” by selecting the opt out option at the bottom of all our electronic communications or you can submit a written request to the address found in the contact us section of the housecallrehab.com web site. We may publish links to other sites from our website. Please note that we do not control the content, practices or policies of any other site, including what information those sites collect about you. Accordingly, we do not endorse or hold ourselves responsible for the privacy policies or information gathering practices of any site that you may link to from our site. We encourage you to review the privacy policy of any third party website prior to disclosing personally identifying information. We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. We restrict access to your personally identifying information to employees and/or agents, contractors, and partners who agree to the terms set fourth in this policy. However, we cannot guarantee that such security measures will be sufficient, will not be breached, and that your information may not be disclosed or otherwise accessed in an unauthorized manner. Certain information may be transmitted to you by electronic mail. Although it may be illegal to intercept or disclose these messages, these transmissions are not secured.

#### Updating your information

You may always advise us as to changes to your account, the permissions set fourth, your information or preferences regarding your privacy and the way we use and aggregate your data. While these changes are automatically reflected in your account, it may take up to 48 hours to fully process any opt-in or opt-outs.

#### Changes to this Policy

Please note this Privacy Policy will change from time to time. We expect most such changes to be minor, but there may be changes that are more significant. Regardless, we will post those changes on this page and, if the changes are significant, we will also provide a more prominent notice. Each version and update will be noted at the top of the page. If at any point we decide to disclose personal information in a manner different from that stated at the time it was collected, we will notify account holders via the email address registered with the account. You will be given a window of no less than 72 hours to “opt-out” of any disclosures that you made available to us prior to the change in our policy.

#### Acknowledgement and Acceptance of our Privacy Policy

When you use our site, you affirmatively agree to all terms of this Privacy Policy. Continued use of this website constitutes your continued agreement to the terms of the Terms of Use, including this Privacy Policy. If you do not agree with the terms of our Privacy Policy, you should cease using our website.

## HIPPA

This Associate Agreement (the “Agreement”) governs your relationship with and obligations to Housecall, LLC (“Associate”) in Protected Health Information from you and your healthcare provider. You should carefully read this Associate Agreement to understand and accept the following terms your health care provider has agreed to below before you commence using this web site.

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

#### 1.1 Services.

(a) Housecall LLC provides services (which may include online software services as well as technical assistance for software products) disclosure of Protected Health Information. These Services are provided to Customer under various agreements (“Service Agreement with healthcare provider customers”). Except as otherwise specified herein, the Housecall may make any and all uses and disclosures of Protected from or on behalf of the patient necessary to perform its obligations under the Service Agreements.

(b) Housecall LLC may perform Data Aggregation for the Health Care Operations of Customer. (c) Associate may maintain a Customer information file including, but not limited to, e-mail addresses, phone, contact information

1.2. Public Health Activities. Associate may use, analyze, and disclose the Protected Health Information in its possession for th forth at 45 C.F.R. § 164.512(b)

1.3. Business Activities. Unless otherwise limited herein, Housecall LLC may:

(a) consistent with 45 C.F.R. § 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper ma any present or future legal responsibilities of the Associate; and

(b) de-identify any and all Protected Health Information in accordance with 45 C.F.R. § 164.514(b). Customer acknowledges and Protected Health Information and that Associate may use such de-identified information for any lawful purpose.

(c) utilize Customer Information such as de-identified e-mail addresses to create promotions, improve service (s) through surveys, web site as Housecall sees fit.

### **2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

2.1. Responsibilities of the healthcare provider (Associate). Associate agrees to: (a) use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required

(b) report to the Customer any use and/or disclosure of the Protected Health Information of which Associate becomes aware that is Agreement;

(c) report to Customer any Security Incident of which it becomes aware with respect to Electronic Protected Health Information pr Associate on behalf of Customer (“Electronic Protected Health Information”);

(d) mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of Protected Health Info this Agreement;

(e) use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted or required by t

(f) (i) implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately p availability of the Electronic Protected Health Information as required by 45 C.F.R. Part 164 Subpart C; and

(ii) make its policies and procedures, and documentation required by the Security Regulation relating to such safeguards, available determining Customer’s compliance with the Security Regulation;

(g) require all of its subcontractors and agents that receive, use or have access to Protected Health Information, to agree to adhere t the use and/or disclosure of Protected Health Information that apply to the Associate;

(h) ensure that all of its subcontractors and agents to whom it provides Electronic Protected Health Information agree to implement protect such Electronic Protected Health Information;

(i) make available its internal practices, books and records relating to the use and/or disclosure of Protected Health Information to determining the Customer’s compliance with the Privacy Regulation;

(j) within thirty (30) days of receiving a written request from Customer, make available information necessary for Customer to ma individual's Protected Health Information; in the event the request for an accounting is delivered directly to Associate, Associate s such request to Customer;

(k) within fifteen (15) days of receiving a written request from Customer, make available Protected Health Information necessary f requests for access to Protected Health Information about them, to the extent that the Protected Health Information

in Associate's Set; in the event any individual requests access to Protected Health Information directly from Associate, Associate shall, within te to Customer; any denials of access to the Protected Health Information requested shall be Customer's responsibility; and

(l) within thirty (30) days of receiving a written request from Customer, incorporate any amendments or corrections to the Protected the Privacy Regulation, to the extent that the Protected Health Information in Associate's possession constitutes a Designated Rec

## 2.2. Responsibilities of the Customer.

(a) With regard to the use and/or disclosure of Protected Health Information by the Associate, the Customer agrees: (i) to obtain any may be required by the Privacy Regulation or any other applicable federal, state or local laws and/or regulations prior to furnishing Information pertaining to an individual; and (ii) that it will not furnish Associate Protected Health Information that is subject to an Customer, including but not limited to, arrangements agreed to by Customer under 45 C.F.R. § 164.522 that may impact in any ma Health Information by the Associate under this Agreement and the Service Agreement(s).

(b) Customer represents and warrants that its notice of privacy practices permits Customer to use and disclose Protected Health Inf authorized to use and disclose Protected Health Information under this Agreement.

## **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO CUSTOMER INFORMATION OF RECORD**

### 3.1. Responsibilities of the Associate. Associate agrees to:

(a) use and/or disclose the Customer Information of Record only as permitted or required by this Agreement or as otherwise require

(b) comply with the Federal Trade Commission regulations on Identity Theft (16 C.F.R. 681), CAN SPAM ACT, and the DO NOT Customer any use and/or disclosure of the Customer Information of Record of which Associate becomes aware that is not permitted.

## **5. MISCELLANEOUS**

5.1. Entire Agreement. This Agreement, and all attachments, schedules and exhibits hereto, constitutes the entire agreement an respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral memoranda, negotiations, arrangement nature or kind between the Parties with respect to the subject matter hereof.

5.2. Change of Law. Customer shall notify Associate within ninety (90) days of any amendment to any provision of HIPAA, or C.F.R. parts 160 through 164, which materially alters either Party's or the Parties' obligations under this Agreement. The Parties agree to acceptable and appropriate amendment(s) to this Agreement to give effect to such revised obligations; provided, however, that acceptable amendment(s) within ninety (90) days of the relevant change of law, either Party may terminate this Agreement consistent with the terms.

5.3. Construction of Terms. The terms of this Agreement shall be construed in light of any interpretation and/or guidance on H Security Regulation issued by HHS from time to time.

5.4. Survival. Sections 3, 4.5, 5.3, 5.8, 5.11, 6, 7 and this Section 5.4, and any other provisions of this Agreement that by their terms survive the termination of this Agreement.

5.5. Amendment; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except