



Privacy Policy Statement

NetGain Technologies takes privacy very seriously. We share a commitment with Covered Entities to protect the privacy and confidentiality of Protected Health Information (PHI) and Personal Confidential Information (PCI) that we obtain subject to the terms of a Business Associate Agreement or a separate service agreement between the two parties. This Policy is provided to help you better understand how we at NetGain Technologies, use, disclose, and protect PHI/PCI in accordance with the terms of Business Associate Agreements or a separate service agreement.

Definitions:

Business Associate Agreement (BA Agreement). A Business Associate Agreement is a formal written contract between NetGain Technologies and a Covered Entity that requires NetGain Technologies to comply with specific requirements related to PHI/PCI.

Covered Entity. A Covered Entity is a health plan, health care provider, or healthcare clearinghouse that must comply with the HIPAA Privacy Rule.

Protected Health Information (PHI). PHI includes all "individually identifiable health information" that is transmitted or maintained in any form or medium by a Covered Entity. Individually identifiable health information is any information that can be used to identify an individual and that was created, used, or disclosed in (a) the course of providing a health care service such as diagnosis or treatment, or (b) in relation to the payment for the provision of health care services.

Personal Confidential Information (PCI). PCI includes any factual or objective information, recorded or not, about an identifiable individual. This includes information in any form, such as age, name, ID number, income, ethnic origin, or blood type; opinions, evaluations, comments, social status or disciplinary actions; and employee files, credit records, loan records, medical records, existence of a dispute between a consumer and a merchant, intentions (for example, to acquire good or services, or change jobs). Personal information does not include the name, title or business address or telephone number of an employee of an organization.

Service Agreement. *This is an agreement between NetGain Technologies and a client where the Client is paying NetGain Technologies to perform certain services subject to the terms of that agreement.*

Use and Disclosure of PHI/PCI:

We may use PHI/PCI for our management, administration, data aggregation and legal obligations to the extent such use of PHI/PCI is permitted or required by the BA Agreement and not prohibited by law. We may use or disclose PHI/PCI on behalf of, or to provide services to, Covered Entities for purposes of fulfilling our service obligations to Covered Entities, if such use or disclosure of PHI/PCI is permitted or required by the BA Agreement and would not violate the Privacy Rule. In the event that PHI/PCI must be disclosed to a subcontractor or agent, we will ensure that the subcontractor or agent agrees to abide by the same restrictions and conditions that apply to us under the BA Agreement with respect to PHI/PCI, including the implementation of reasonable and appropriate safeguards. We may also use PHI/PCI to report violations of law to appropriate federal and state authorities.

Safeguards:

We use appropriate safeguards to prevent the use or disclosure of PHI/PCI other than as provided for in the BA Agreement. We have implemented administrative, physical, and technical

safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that we create, receive, maintain, or transmit on behalf of a Covered Entity. Such safeguards include:

- Maintaining appropriate clearance procedures and providing supervision to assure that our workforce follows appropriate security procedures;
- Providing appropriate training for our staff to assure that our staff complies with our security policies;
- Making use of appropriate encryption when transmitting PHI/PCI over the Internet;
- Utilizing appropriate storage, backup, disposal and reuse procedures to protect PHI/PCI;
- Utilizing appropriate authentication and access controls to safeguard PHI/PCI;
- Utilizing appropriate security incident procedures and providing training to our staff sufficient to detect and analyze security incidents; and
- Maintaining a current contingency plan and emergency access plan in case of an emergency to assure that the PHI/PCI we hold on behalf of a Covered Entity is available when needed.

Mitigation of Harm:

In the event of a use or disclosure of PHI/PCI that is in violation of the requirements of the BA agreement, we will mitigate, to the extent practicable, any harmful effect resulting from the violation. Such mitigation will include:

- Reporting any use or disclosure of PHI/PCI not provided for by the BA Agreement and any security incident of which we become aware to the Covered Entity; and
- Documenting such disclosures of PHI/PCI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosure of PHI/PCI in accordance with HIPAA.

Access to PHI/PCI:

As provided in the BA Agreement, we will make available to Covered Entities, information necessary for Covered Entity to give individuals their rights of access, amendment, and accounting in accordance with HIPAA regulations.

Upon request, we will make our internal practices, books, and records including policies and procedures, relating to the use and disclosure of PHI/PCI received from, or created or received by the BA on behalf of a Covered Entity available to the Covered Entity or the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the terms of the BA Agreement and HIPAA regulations.