

WALLA HEALTH SOLUTIONS

HIPAA POLICY

Effective Date: January 2026

This HIPAA Policy (“Policy”) describes how Walla Health Solutions (“Walla Health Solutions,” “we,” “our,” or “us”) handles Protected Health Information (“PHI”) when acting as a Business Associate to Covered Entities under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and applicable federal and Florida privacy and security regulations.

This Policy is designed to align with and supplement:

- The Walla Health Solutions Terms of Service
- The Walla Health Solutions Privacy Policy
- The Walla Health Solutions Business Associate Agreement (BAA)

If any conflict arises, the BAA controls with respect to PHI.

1. ROLE OF WALLA HEALTH SOLUTIONS UNDER HIPAA

Walla Health Solutions is a Business Associate, not a Covered Entity. We provide non-clinical, administrative, operational, and compliance-support technology tools to healthcare organizations.

We do not:

- Provide medical care
- Offer medical advice
- Establish provider-patient relationships
- Determine clinical standards of care
- Validate clinical documentation
- Guarantee regulatory compliance

All clinical decisions and compliance obligations remain solely with the Covered Entity and its workforce.

2. DEFINITION OF PHI

“Protected Health Information” (“PHI”) includes any individually identifiable health information transmitted or maintained in any form or medium, including:

- Patient names
- Contact information
- Medical record numbers
- Appointment data
- Clinical documentation entered by providers
- Insurance or billing information
- Any data that identifies or could identify a patient

PHI is handled only as permitted by HIPAA, HITECH, and the BAA.

3. PERMITTED USES AND DISCLOSURES OF PHI

Walla Health Solutions may use or disclose PHI **only** for the following purposes:

3.1 Operational Support

- Scheduling
- Telehealth facilitation
- Workflow automation
- EMR operational support
- Licensing and credentialing tracking
- Compliance workflow tools
- Multi-location administrative support

3.2 Performance of Services Under the BAA

We may use PHI as necessary to perform contracted services for the Covered Entity.

3.3 Legal and Regulatory Requirements

We may disclose PHI when required by:

- Federal law
- Florida law
- Court orders
- Subpoenas
- Government investigations

3.4 De-Identification

We may de-identify PHI in accordance with HIPAA standards. De-identified data is no longer PHI and may be used for lawful business purposes.

4. PROHIBITED USES AND DISCLOSURES

Walla Health Solutions will **not**:

- Use PHI for marketing
- Sell PHI
- Use PHI for analytics unrelated to operational support
- Use PHI beyond what is necessary to perform contracted services
- Disclose PHI to third parties except as permitted by the BAA or required by law

We do not use PHI to train algorithms, models, or commercial systems.

5. SAFEGUARDS

Walla Health Solutions maintains administrative, physical, and technical safeguards to protect PHI, including:

5.1 Administrative Safeguards

- Workforce training
- Access controls
- Role-based permissions
- Policies and procedures
- Vendor risk management

5.2 Physical Safeguards

- Secure facilities

- Controlled access
- Hardware protections

5.3 Technical Safeguards

- Encryption in transit and at rest
- Multi-factor authentication
- Audit logging
- Network security monitoring
- Data integrity controls

No system is completely secure, and Walla Health Solutions cannot guarantee absolute protection.

6. MINIMUM NECESSARY STANDARD

Walla Health Solutions limits PHI access to the minimum necessary to perform contracted services.

Access is restricted based on:

- Job role
- Function
- Operational necessity

7. SUBCONTRACTORS

Any subcontractor that may access PHI must:

- Sign a HIPAA-compliant agreement
- Implement safeguards consistent with this Policy
- Comply with all applicable federal and Florida laws

Walla Health Solutions remains responsible for subcontractor compliance.

8. BREACH NOTIFICATION

If Walla Health Solutions discovers a breach of unsecured PHI, we will:

- Notify the Covered Entity without unreasonable delay
- Provide required details under HIPAA and HITECH
- Cooperate with the Covered Entity's investigation
- Support mitigation efforts

Covered Entities are responsible for patient notifications unless otherwise agreed in writing.

9. INDIVIDUAL RIGHTS

Under HIPAA, individuals have rights regarding their PHI. However, because Walla Health Solutions is a Business Associate:

- Requests for access
- Requests for amendments
- Requests for restrictions
- Requests for accounting of disclosures

Must be directed to the Covered Entity, not Walla Health Solutions.

We will assist the Covered Entity as required by the BAA.

10. RESPONSIBILITIES OF COVERED ENTITIES AND CLIENT ORGANIZATIONS

Covered Entities and Organizations using the Services are solely responsible for:

- Obtaining all required patient consents and authorizations
- Ensuring lawful use of PHI
- Maintaining compliance with federal and state regulations
- Managing user access and permissions
- Ensuring their workforce complies with HIPAA
- Ensuring accuracy of all PHI entered into the platform

Walla Health Solutions does not verify or validate PHI entered by users.

11. NO LIABILITY FOR REGULATORY NON-COMPLIANCE

Consistent with the Terms of Service and Privacy Policy:

Walla Health Solutions is not responsible for:

- HIPAA violations by Users or Organizations
- Licensing or credentialing lapses
- Documentation errors
- Billing or coding inaccuracies
- Provider negligence
- State-specific regulatory requirements
- Multi-state compliance obligations

Users and Organizations assume full responsibility for compliance with all applicable laws.

12. RETENTION AND DESTRUCTION OF PHI

PHI is retained:

- As required by law
- As required by contract
- As necessary to perform Services

Upon termination of services:

- PHI will be returned or securely destroyed
- If destruction is infeasible, protections remain in place

This aligns with the BAA.

13. THIRD-PARTY SERVICES

Walla Health Solutions is not responsible for:

- The privacy practices of third-party platforms
- Data shared with third-party vendors by Users
- Compliance failures caused by third-party systems

Users should review third-party privacy policies independently.

14. CHANGES TO THIS POLICY

Walla Health Solutions may update this Policy at any time. Material changes will be communicated when required by law.

Continued use of the Services constitutes acceptance of the updated Policy.

15. ARBITRATION AND CLASS-ACTION WAIVER

Any dispute arising from this Policy or the handling of PHI shall be resolved through binding arbitration in Florida.

Users and Organizations agree to:

- Waive the right to a jury trial
- Waive participation in class actions, collective actions, or representative actions
- Bring claims only in an individual capacity

This section survives termination.

16. GOVERNING LAW

This Policy is governed by:

- The laws of the **State of Florida**
- Applicable federal law, including HIPAA and HITECH

Any permitted court proceedings shall occur exclusively in **Pasco County, Florida**.

17. CONTACT INFORMATION

Walla Health Solutions

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