



LEGAL NOTICE

HIPAA Compliance Framework

A general description of how Assivo approaches its obligations when it handles protected health information as a business associate, and the limits of that description.

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Article I. Purpose, Status, and Interpretation

Section 1.01 Purpose

This HIPAA Compliance Framework (this "Framework") describes in general terms how Assivo, Inc. ("Assivo") approaches the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and their implementing regulations (together, "HIPAA") when it handles protected health information ("PHI") on behalf of clients.

Section 1.02 Status of This Framework

This Framework is informational. It is not a business associate agreement, a contract, a warranty, a certification, or an audit report. It is not a representation that Assivo is a business associate of any particular client, that any particular safeguard is in place for any client, or that Assivo complies with HIPAA in any respect not required of it by a business associate agreement. HIPAA does not provide for certification of business associates, and Assivo makes no certification claim. Assivo's contractual obligations to a client regarding PHI, and the allocation of responsibilities between Assivo and that client, are set out in the written business associate agreement between them (a "BAA"), which governs in the event of any inconsistency with this Framework. Nothing in this Framework limits any obligation that HIPAA imposes directly on a business associate, and nothing in it expands any such obligation.

Section 1.03 No Reliance and No Duty

This Framework must not be relied on by any Person in deciding whether to engage Assivo or to disclose PHI to Assivo, and does not create any right in any client, individual, or other Person, or any duty of care. Evaluation of Assivo's HIPAA program should be conducted through diligence under a non-disclosure agreement.

Section 1.04 Point in Time

This Framework describes Assivo's general approach as of its effective date and may be revised or withdrawn at any time without notice. The version published at the address shown on the cover of this document is the authoritative version, and any other copy is superseded by it.

Section 1.05 Definitions

Capitalized terms not defined here have the meanings given in HIPAA. "**Assivo Group**" means Assivo, Inc. together with its present and future parents, subsidiaries, affiliates, branches, and delivery entities in any jurisdiction, and their respective successors and assigns; and "**Assivo**" includes each member of the Assivo Group where the context permits. "**Person**" means any individual or entity.

Article II. When Assivo Is a Business Associate

Section 2.01 Business Associate Status

Assivo is not a covered entity. Assivo acts as a business associate where it creates, receives, maintains, or transmits PHI on behalf of a covered entity, or of another business associate, in the course of a service engagement. Assivo's practice is to accept PHI only under a written services agreement and a BAA covering the services, and it asks clients not to disclose PHI to it before a BAA is in place.

Section 2.02 Unsolicited PHI

Outside an engagement covered by a BAA, Assivo does not accept PHI and asks that PHI not be sent to it. Where PHI is received without a BAA, Assivo will handle it as HIPAA requires, will seek to return or destroy it or to put a BAA in place, and does not otherwise accept any engagement in respect of it.

Article III. General Approach

Where Assivo acts as a business associate, its program is designed to address the requirements of the HIPAA Privacy, Security, and Breach Notification Rules that apply to business associates, to the extent and in the manner required by the applicable BAA. Those requirements generally include:

- (a) designation of personnel responsible for privacy and security matters;
- (b) use and disclosure of PHI only as the BAA and HIPAA permit or require, limited to the minimum necessary for the purpose;
- (c) administrative, physical, and technical safeguards, as required by the Security Rule, appropriate to Assivo's size, complexity, and the PHI involved;
- (d) workforce training, sanctions for violations, and written confidentiality obligations;
- (e) written agreements with any subcontractor that creates, receives, maintains, or transmits PHI on Assivo's behalf, imposing the restrictions and conditions that apply to Assivo;
- (f) procedures for identifying, documenting, and reporting security incidents and breaches of unsecured PHI to the client as the BAA requires;
- (g) support for the client's obligations regarding individual rights of access, amendment, and accounting of disclosures, as the BAA provides;
- (h) making internal practices, books, and records available to the Secretary of Health and Human Services as HIPAA requires; and
- (i) return or destruction of PHI at the end of the engagement, or continued protection where return or destruction is infeasible, as the BAA provides.

Article IV. Client Systems and Client Responsibilities

Section 4.01 Work in Client Systems

In most engagements Assivo personnel access PHI inside the client's own systems under credentials that the client issues and controls. Where that is the case, the client's safeguards govern those systems, and Assivo's safeguards apply to Assivo's own environment. Assivo does not assume responsibility for the security or configuration of any client system.

Section 4.02 Delivery Model

Assivo determines in its sole discretion where, by whom, and through which members of the Assivo Group or which subcontractors its services are delivered, including through remote and international delivery, in order to optimize delivery, cost efficiency, and operational excellence, subject only to the express terms of the applicable written agreement. Any reference in this document to a location, facility, entity, or personnel is descriptive and is not a commitment as to where or by whom any service will be performed. Where PHI is handled by a member of the Assivo Group other than Assivo, Inc., or by a subcontractor, that entity is bound by written terms as HIPAA and the BAA require.

Section 4.03 Client Responsibilities

The client remains responsible for its own HIPAA compliance, including its notice of privacy practices, its risk analysis, its own safeguards, its obligations to individuals, the lawfulness of its disclosure of PHI to Assivo, and the instructions it gives Assivo. Nothing in this Framework shifts any of those responsibilities to Assivo.

Article V. Individuals

Assivo does not have a direct relationship with the individuals whose PHI it handles for clients, does not maintain designated record sets on its own behalf, and cannot act on requests from individuals except as the applicable BAA directs. Individuals seeking to exercise rights regarding their health information should contact the covered entity that holds it.

Article VI. Incidents and Reporting

Assivo reports security incidents and breaches affecting a client's PHI to that client as the applicable BAA and HIPAA require. This Framework does not establish any timeframe or content for such reports. Any Person who suspects an incident involving PHI in Assivo's care may write to privacy@assivo.com.

Article VII. Disclaimer

TO THE FULLEST EXTENT PERMITTED BY LAW, THIS FRAMEWORK IS PROVIDED FOR INFORMATION ONLY, WITHOUT WARRANTY OF ANY KIND, AND ASSIVO DISCLAIMS ALL LIABILITY ARISING FROM ANY PERSON'S USE OF OR RELIANCE ON IT.

Article VIII. Contact

Assivo, Inc.

Attention: Privacy

444 West Lake Street, Suite 1700, Chicago, Illinois 60606

privacy@assivo.com

Outside Counsel

Legal inquiries concerning this HIPAA Compliance Framework may be directed to Assivo's outside counsel. This does not replace any notice address specified in this document.

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Contacting counsel through this document does not create an attorney-client relationship between Neal, Gerber & Eisenberg LLP and the person making contact. Counsel represents Assivo, Inc. only. Routine inquiries may also be sent to hello@assivo.com.

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