

HIPAA Compliance — Privacy Policy

Senavida | Business Associate (HIPAA-regulated SaaS)

Policy title: HIPAA Compliance — Privacy & PHI-Handling Policy

Organization role: Business Associate (HIPAA-regulated SaaS platform)

Policy owner: Augustine W. Walsh Jr, Founder

Effective date: June 24, 2026 **Version:** 1.0 **Next scheduled review:** 09/30/3036

Applies to: All Senavida workforce members, contractors, volunteers, and subcontractors who access, process, or support the platform.

1. Purpose and Scope

This Privacy Policy (the “Policy”) establishes how **Senavida** (the “Organization,” “we,” “our,” or “us”) uses, discloses, and safeguards Protected Health Information (“PHI”) in its role as a **business associate** under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, as amended by the HITECH Act and the HIPAA Omnibus Rule.

Senavida operates a software-as-a-service platform that creates, receives, maintains, and/or transmits PHI **on behalf of** its customers. Where a customer is a HIPAA covered entity, Senavida is its business associate. Where a customer is itself a business associate, Senavida is a **subcontractor** business associate. In every case Senavida handles PHI only as permitted by its Business Associate Agreements (“BAAs”) and applicable law.

As a business associate, Senavida is directly subject to the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C), the Breach Notification Rule (45 C.F.R. §§ 164.400–414), and those provisions of the Privacy Rule that apply to business associates, in addition to the terms of each BAA. This Policy applies to PHI in any form — electronic, paper, or oral — and to every member of Senavida’s workforce. Where applicable state law, including Texas law, is more protective, the more protective standard governs.

2. Policy Statement

It is the policy of Senavida to use and disclose PHI only as its Business Associate Agreements and HIPAA permit; to limit PHI to the minimum necessary; to maintain administrative, physical, and technical safeguards that meet the Security Rule; to support its customers in honoring individuals’ rights; to bind its subcontractors to equivalent obligations; and to hold its workforce accountable for compliance.

3. Key Definitions

Terms not defined here have the meaning given in 45 C.F.R. §§ 160.103 and 164.501.

- **Protected Health Information (PHI):** individually identifiable health information, in any form, that Senavida creates, receives, maintains, or transmits on behalf of a customer.
- **Electronic PHI (ePHI):** PHI created, received, maintained, or transmitted in electronic form.

- **Covered Entity:** a health plan, health care clearinghouse, or health care provider that transmits health information electronically in connection with covered transactions — typically, Senavida's customer.
- **Business Associate:** a person or entity that performs functions or services involving PHI on behalf of a covered entity. Senavida is a business associate.
- **Subcontractor:** a person or entity to whom a business associate delegates a function involving PHI (for example, a hosting or infrastructure provider). Subcontractors that handle PHI are themselves business associates.
- **Business Associate Agreement (BAA):** the written contract required by 45 C.F.R. §§ 164.502(e) and 164.504(e) that governs Senavida's permitted uses and disclosures of a customer's PHI.
- **Use / Disclosure:** respectively, the handling of PHI within Senavida, and the release of PHI outside Senavida.

4. Senavida's Role and PHI Ownership

Senavida does not own the PHI it processes; the PHI belongs to, and is controlled by, the customer and the individuals it concerns. Senavida acts solely as a business associate and uses or discloses PHI only as its BAAs and HIPAA permit. Nothing in this Policy grants Senavida rights to PHI beyond what a BAA expressly allows.

5. Permitted and Required Uses and Disclosures of PHI

Senavida may use or disclose PHI only as follows, and in each case subject to the minimum-necessary standard in Section 7:

- As expressly permitted or required by the applicable Business Associate Agreement, to provide the contracted platform and services to the customer;
- As required by law;
- For the proper management and administration of Senavida, or to carry out Senavida's legal responsibilities, provided that any disclosure for these purposes is either required by law or made with reasonable written assurances from the recipient that the PHI will be held confidentially, used or further disclosed only as required by law or for the purpose for which it was disclosed, and that the recipient will report any breach to Senavida;
- To provide data aggregation services relating to the health care operations of the customer, if and to the extent the BAA permits; and
- To de-identify PHI in accordance with 45 C.F.R. § 164.514, only if the BAA permits.

Senavida will **not** use or disclose PHI in any manner that would violate the Privacy Rule if done by the covered entity, except for Senavida's own management and administration and data aggregation as described above. Senavida will not **sell** PHI and will not use or disclose PHI for marketing, except as expressly permitted by HIPAA and the BAA.

6. Subcontractors and Flow-Down Obligations

Before allowing any subcontractor to create, receive, maintain, or transmit PHI on Senavida's behalf, Senavida will obtain satisfactory written assurances, through a subcontractor Business Associate Agreement, that the subcontractor will apply restrictions and conditions at least as protective as

those that apply to Senavida under its own BAAs and HIPAA. Senavida maintains a current inventory of subcontractors that handle PHI.

7. Minimum Necessary Standard

When using, disclosing, or requesting PHI, Senavida limits PHI to the minimum necessary to accomplish the intended purpose. Workforce and system access to PHI is restricted by role and function. The minimum-necessary standard does not apply to uses or disclosures required by law, disclosures to the Secretary of HHS, or uses or disclosures required to comply with HIPAA.

8. Supporting Customers' Fulfillment of Individual Rights

Individuals exercise their HIPAA rights through the covered entity, not through Senavida directly. As a business associate, Senavida supports its customers in meeting those obligations as set out in the BAA. The table below summarizes Senavida's supporting role:

Individual right	Senavida's supporting role
Access (§ 164.524)	Make PHI maintained in a designated record set available to the customer (or, if delegated, to the individual) so an access request can be fulfilled.
Amendment (§ 164.526)	Incorporate amendments the customer directs into PHI Senavida maintains.
Accounting of disclosures (§ 164.528)	Maintain and provide information about disclosures Senavida makes, so the customer can render an accounting.
Restrictions / confidential communications	Honor restrictions and alternative-communication arrangements the customer has agreed to, where they affect PHI Senavida handles.

Senavida routes any privacy request it receives directly from an individual to the relevant customer for handling, unless a BAA assigns that responsibility to Senavida. Standard response timeframes (for reference): access — 30 days; amendment and accounting — 60 days; each with one permitted 30-day extension.

9. Safeguards and Security Rule Compliance

As a business associate, Senavida is directly and fully subject to the HIPAA Security Rule and maintains a documented information security program covering administrative, physical, and technical safeguards for ePHI. The program is governed by Senavida's Information Security Policy and includes, among other measures: a designated Security Official; workforce access management and role-based access controls; encryption of ePHI in transit and at rest; audit logging and monitoring; secure development and change management; and a documented risk analysis and risk management process. Privacy and security safeguards work together to limit impermissible uses and disclosures.

10. Business Associate Agreements with Customers

Senavida will enter into a Business Associate Agreement with every customer that is a covered entity or business associate before creating, receiving, maintaining, or transmitting PHI on that customer's behalf. Each BAA defines and limits Senavida's permitted uses and disclosures, sets breach-reporting timeframes, and addresses return or destruction of PHI on termination. Where a BAA is more restrictive than this Policy, the BAA controls.

11. Workforce Training

All workforce members receive training on this Policy and related privacy and security procedures within a reasonable time after joining, whenever a material change in policy or law affects their functions, and periodically thereafter. Training is documented and the records retained.

12. Sanctions and Non-Retaliation

Workforce members who fail to comply with this Policy or HIPAA are subject to disciplinary action up to and including termination, consistent with Senavida's disciplinary procedures. Senavida will not retaliate against any person for reporting a concern, filing a complaint, or participating in an investigation.

13. Documentation and Retention

Senavida maintains its privacy and security policies and procedures, and any action, activity, or designation required to be documented, in written or electronic form, and retains them for at least six (6) years from the date of creation or the date last in effect, whichever is later (45 C.F.R. § 164.530(j), applied through the Security Rule and BAAs). Where state law or a BAA requires longer retention, the longer period applies.

14. Breach Notification

If Senavida discovers an acquisition, access, use, or disclosure of PHI not permitted by its BAA or HIPAA, it will follow its Breach Reporting & Process procedure to assess the incident and to notify the affected customer (and, where delegated, others) within required timeframes. That procedure is incorporated into this Policy by reference.

15. Designated Privacy and Security Officer

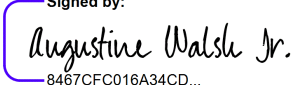
Senavida designates **Anthony Centi** as the official responsible for developing and implementing this Policy and for receiving privacy- and security-related questions and reports. Contact: **anthony@senavida.com**

16. Review and Revision

This Policy is reviewed at least annually and revised as needed to reflect changes in law, regulation, customer BAAs, or Senavida's operations.

Approval

Augustine W. Walsh Jr., Founder

Signed by: 
Signature: _____ Date: 6/24/2026
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