

# Acceptable Communications Policy

**Effective: September 16, 2024**

## 1. Introduction

This Acceptable Communications Policy is meant to outline regulations tied to the use of voice, SMS, and online chat communication via the Clinic Catalyst Platform. It is not meant to cover all possible uses of Clinic Catalyst products or services to be covered under a broader Terms of Service. This policy applies to all Clinic Catalyst customer organizations. All communications via the Clinic Catalyst Platform are subject to this policy, which includes the following as each is defined later in this policy:

- Consent to Message
- Contact Phone Number Maintenance
- Content Moderation

This policy incorporates relevant legal and regulatory frameworks, including but not limited to: Telephone Consumer Protection Act (TCPA, 47 U.S.C. § 227), CAN-SPAM Act, HIPAA, and A2P 10-digit long code (10DLC) messaging regulations. In the event of a conflict between this policy and relevant legal or regulatory requirements, the latter will prevail.

Our policy outlines what is permitted and what is prohibited in the use of our product, but is not meant to exhaustively cover every circumstance or to constitute legal advice to our customers. Individual customers may have a different interpretation and/or may be willing to take a compliance risk that exceeds that which Clinic Catalyst allows. Customers are encouraged to review this policy with their legal counsel to determine how they may want to enforce their own approach to messaging.

## 2. Acceptable Recipients

Clinic Catalyst intends customers to use its platform to contact only the following personas:

**Consumer** - The owner of a phone number. For most Clinic Catalyst customers, a consumer is believed to be the same as a patient who provided their phone number for the purposes of being contacted by their healthcare provider, or a community member or beneficiary of a non-profit organization.

**Patient** - A person with an established relationship with a healthcare organization or a Business Associate acting on behalf of a Covered Entity, as defined by HIPAA. This person has provided the organization with a phone number, and is believed to be the owner or an authorized representative of the consumer phone number they provided.

Community Member or Beneficiary - A person with an established relationship with a 501(c)3 non-profit organization, where this person provided the organization with their phone number of the purposes of being contacted about the services provided by the organization.

Customer - An organization with a valid, active agreement with Clinic Catalyst that authorizes access to the platform and services. That is, customers can use the Clinic Catalyst platform to communicate with members (employees, contractors, etc) of its organization.

### **3. Definitions**

#### **A. Consent to Message**

- (i) Customer Responsibility. All phone numbers that customers contact via Clinic Catalyst are numbers customers have acquired through a previously-established relationship with the owner of the phone number.
- (ii) Prior Express Consent. We assume you have received the phone number, verbally or electronically, directly from a patient, community member, or beneficiary you serve. Through a business associate relationship, you may also be receiving a phone number for an attributed patient or health plan member who needs to establish care. We assume that through providing their phone number, a patient or member is providing their consent to be contacted by your organization in relation to your organization's core services. Clinic Catalyst does not allow our platform to be utilized for use cases which require prior written express consent.
- (iii) Clinic Catalyst Enforcement. Clinic Catalyst requires use of the Welcome Message as a first attempt to validate the accuracy of a consumer phone number. This introduces an organization to the owner of the phone number and is the first validation that the consumer is the intended recipient of communication. The Welcome Message must include the following:
  - (a) Organization name
  - (b) Phone number for consumers to call with questions
  - (c) Explicit opt-out instructions

#### **B. Contact Phone Number Maintenance**

- (i) Customer Responsibility. Customers are responsible for maintaining contact lists for anyone who receives their services. Customers must maintain their own processes and controls to apply any phone number or opt-out request they receive from consumers, patients, community members, or beneficiaries.
- (ii) Clinic Catalyst Enforcement

- (a) Opt-Out Requests. Requests to opt out of outbound campaigns are respected immediately. Consumers can communicate opt-out requests through keywords (STOP, QUIT) as well as phrases (wrong patient, not interested).
- (b) Opt-Out Confirmation. We may send a final message to consumers confirming their opt-out request and its scope and providing instructions to opt back in if desired.
- (c) Requests to Opt Back In. Opt-in requests are respected immediately. The amount of time a consumer has to opt back in varies depending on the feature they opted out from.

### C. Content Moderation

- (i) Customer Responsibility. Customers are responsible and accountable for all content sent through their use of the Clinic Catalyst product by their users. They have the freedom to set their own processes or limitations, as well as train their own staff on their approved use cases. For example, they could set stricter standards for internal purposes that go beyond what Clinic Catalyst allows via this policy. Customer should immediately notify Clinic Catalyst of any unauthorized use of or suspected unauthorized use of the Service upon becoming aware of such unauthorized use or suspected unauthorized use.
- (ii) Clinic Catalyst Enforcement. Clinic Catalyst may monitor Customers' use of our platform but shall have no such obligation.

#### EXPRESSLY ALLOWED USE CASES

Inbound contacts

Appointment confirmations and reminders

Wellness checkups and chronic condition check-ins

Quality campaigns

Registration and pre-registration guidance

Pre-operative and peri-operative guidance

Results of the review of lab results by a licensed provider

Post-discharge guidance

Prescription notifications

Home healthcare instructions

Post-visit surveys and reputation management

Content related to services provided by the organization

#### EXPRESSLY PROHIBITED USE CASES

Unlawful, harmful, abusive, malicious, misleading, harassing, threatening, excessively violent, obscene/illicit, and/or defamatory content

Deceptive content or content that intends to deceive (e.g., phishing, scams)

Nuisance content or content intended to annoy, inconvenience, or incite to harm

Lab values

Content related to active or imminent emergencies

Content that violates HIPAA

Telemarketing, solicitation, advertising

Debt collection content

Content intended to intimidate

Content that includes or directs to malware, spyware, or other harmful content

#### **4. Enforcement**

A. Triggering event. An audit can be triggered by an external entity (messaging services, law enforcement), internal entity (content review), customer self-reporting, standard business review, and others. Clinic Catalyst remains committed to responding in a timely manner to audits triggered by any third party such as messaging service providers or law enforcement, and will make a good-faith effort to provide the requested information.

Any known or suspected violations of this policy should be immediately reported to [privacy@clinnccatalyst.com](mailto:privacy@clinnccatalyst.com).

B. Investigation. Clinic Catalyst will evaluate the scenario and aim to complete a fair, comprehensive, and timely evaluation. Clinic Catalyst will conduct a root-cause-analysis to evaluate adherence with our policies along with any applicable governmental laws, policies, and regulations.

C. Notification. Clinic Catalyst will make a customer aware of a violation when a scenario requires customer review or action. Customers will be provided with 3 business days to respond and discuss a plan to remedy any violations. This may include discussing either discontinued use of a use case or redirecting to alternative uses of the Clinic Catalyst service.

D. Resolution. We expect a good-faith effort from our customers in resolving any issues. Customers have up to 15 business days to respond and remedy any violation. If a violation is not discussed within 15 business days of the initial notice or if a customer is deemed, in Clinic

Catalyst's sole discretion, unwilling to resolve the issue, Clinic Catalyst reserves the right to take action up to and including temporarily shutting off the customer's access to the Clinic Catalyst platform. If a customer is unresponsive or unwilling to remedy a known violation within 30 business days of the initial notice, Clinic Catalyst may terminate the customer's access to the entire Clinic Catalyst platform. Such suspension or termination shall not relieve the customer from its obligation to pay all amounts due under its various agreements with Clinic Catalyst, nor shall it limit Clinic Catalyst's rights or remedies under such agreements and relevant law and regulations.

E. Reporting. Clinic Catalyst will maintain a log of any messaging compliance audits along with a summarized resolution. Upon completion of an investigation, we will comply with any requirements, including reporting to external parties as necessary.