

# REDTIE BUSINESS ASSOCIATE AGREEMENT

Redtie has implemented the required processes and procedures and is HIPAA compliant. Sending attachments using Redtie like; using the notes function, attach and sending images, attach and send video and attach and send other documents.

## **End-User Responsibility:**

Users are responsible to use Redtie in a way that protects HIPAA, PII, and PHI information. Users should not enter content in the text (SMS) field that would expose any HIPAA, PII, or PHI information. This field is not protected or encrypted by Redtie.

## **Redtie Responsibilities Under The Business Associate Agreement:**

The Business Associate will: “(a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronically protected health information it receives, maintains, or transmits on behalf of the covered entity: (b) If applicable ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.

## **Business Associate Agreement:**

- A Business Associate Agreement (BAA) is a written agreement between a Covered Entity and a Business Associate (BA) in which the BA agrees to take appropriate measures to safeguard any PHI it receives or creates while providing services to the Covered Entity.
- A Business Associate Agreement is required when a Covered Entity shares its information with another entity to allow that entity to perform activities on behalf of the Covered Entity.

## **Redtie HIPAA Business Associate Agreement:**

This HIPAA Business Associate Agreement (“BAA”) is entered between Redtie and the Client, agreeing to the terms below (“Client”), is also incorporated into the Terms and Conditions required when using Redtie (defined below) with respect to sending protected health information. This BAA will be effective as of the date electronically

accepted by the Client when they sign up for Redtie (the "BAA Effective Date") during the Redtie sign-up process under any plan including the trial (free plan) or where Redtie is integrated into an application or the Redtie API's are used. Once signed up for Redtie the user has automatically accepted Redtie Terms and Conditions ("Terms") including the BAA.

When Client agrees to the Redtie Terms they affirm this BAA to be valid and effective. Together with the Redtie Terms, this BAA will govern each party's respective obligations regarding Protected Health Information (defined below).

You represent and warrant that (i) you have the full legal authority to bind Client to this BAA, (ii) during the sign-up process you have agreed to this BAA, and (iii) you agree, on behalf of Client, to the terms of this BAA. If you do not have the legal authority to bind the Client, or do not agree to these terms, do not use Redtie.

Terms may be updated from time to time by Redtie without notice to the Client. Redtie may remove a Covered Service if the Covered Entity from using Redtie if it does not meet the Redtie Terms.

#### 1. Definitions

- a. "Business Associate" has the definition given to it under HIPAA.
- b. "Breach" has the definition given to it under HIPAA.
- c. "Client" or "you" means that entity, and you are binding that entity to this Agreement.
- d. "Covered Entity" has the definition given to it under HIPAA.
- e. "Designated Record Set" has the definition given to it under HIPAA.
- f. "HIPAA" The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act enacted in the United States

Congress, which is Title XIII of the American Recovery & Reinvestment Act, and the regulations thereunder, as amended.

- h. "Protected Health Information" or "PHI" has the definition given to it under HIPAA and for purposes of this BAA is limited to PHI within Client's Data to which Redtie has access with Client's permitted use.
- i. "Required by Law" has the definition given to it under HIPAA.
- j. "Security Incident" has the definition given to it under HIPAA.

**Applicability:**

This BAA applies to the extent Client is acting as a Covered Entity or a Business Associate to create, receive, maintain, or transmit PHI via Redtie, as a result, is deemed under HIPAA to be acting as a Business Associate.

1. Permitted Use and Disclosure of PHI Except as otherwise stated in this BAA, Redtie may use and disclose PHI Required by Law.
2. Customer Obligations
  - a. Client, will not request that Redtie use or disclose PHI in any manner that would not be permissible under HIPAA if done by Client (if Client is a Covered Entity) or by the Covered Entity to which Client is a Business Associate (unless expressly permitted under HIPAA for a Business Associate).
  - b. End-Users, who use Redtie in connection with PHI, the Client will use controls available within Redtie, to ensure its use of PHI is limited to the services provided by Redtie.
  - c. Clients and end-users will not enter PHI or HIPAA data in the text (SMS) field.
3. Appropriate Safeguards Redtie and Client will each use appropriate safeguards designed to prevent unauthorized use or disclosure of PHI, and as otherwise required under HIPAA, with respect to using Redtie.

#### 4. Reporting and Related Obligations

- a. Redtie will promptly notify Client of any Security Incident of which Redtie becomes aware of any Breach that Redtie discovers, provided that any notice for Breach will be made promptly and without unreasonable delay, and in no case later than 60 calendar days after discovery. Notifications made under this section will describe, to the extent possible, details of a Breach, including steps taken to mitigate the potential risks and steps Redtie recommends the Client take to address the Breach.
- b. Redtie will send any applicable notifications to the phone (text) number provided by Client in the Agreement or via direct communication with the Client.
- c. Using the phone number to text will be deemed as a notice to Clients. Client acknowledges and agrees that even if such events constitute a Security Incident, Redtie will not be required to provide any notice under this BAA regarding such unsuccessful attempts.

#### 5. Subcontractors

Redtie will take appropriate measures to ensure that any Subcontractors used by Redtie to perform its obligations that require access to PHI on behalf of Redtie are bound by written obligations that provide the same material level of protection for PHI as this BAA. To the extent Redtie uses Subcontractors in its performance of obligations hereunder, Redtie will remain responsible for their performance as if performed by Redtie.

#### **Access and Amendment:**

The Client acknowledges and agrees that Client is solely responsible for the form and content of PHI maintained by Client within the Redtie. Redtie provides Client with access to Client's PHI so that Client may fulfill its obligations under HIPAA with respect to Individuals' rights of access and amendment, but will have no other obligations to Client or any Individual with respect to the rights afforded to Individuals by HIPAA with respect to records, including rights of access or amendment of PHI. Client is

responsible for managing its use of Redtie to appropriately responding to such individual requests.

**Accounting of Disclosures:**

Redtie will document disclosures of PHI by Redtie and provide an accounting of such disclosures to Client as and to the extent required of a Business Associate under HIPAA and in accordance with the requirements applicable to a Business Associate under HIPAA.

**Access to Records:**

To the extent required by law, and subject to applicable attorney-client privileges, Redtie will make its internal practices, and records concerning the use and disclosure of PHI received from Client, or received by Redtie on behalf of Client, available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for the purpose of the Secretary determining compliance with this BAA.

**Expiration and Termination:**

This Agreement is effective until the Subscription or terminated. Unless otherwise stated in Client's Subscription term is described in <https://www.getredtie.com/pricing/> and will be automatically renewed until terminated by the Client or Redtie.

Termination for Cause. Either party may terminate the Service, if the other party: (a) fails to mitigate any material breach of this Agreement within five (5) days after notification detailing the breach. Redtie may also terminate this Agreement for repeated violations or a breach of the Clients' BAA.

Effect of Termination. Upon expiration or termination of Redtie Client's right to access any data will cease, and unless otherwise precluded by a BAA. Redtie may delete any such data in its possession at any time.

**Return/Destruction of Information:**

On termination of Redtie, Redtie has the option to destroy all PHI received from Client.