



Reltio Business Associate Agreement

Last updated on **January 6, 2021**

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") forms part of, and is subject to, the agreement or other written or electronic terms of service or subscription agreement between:

- (1) **Reltio, Inc.** a corporation incorporated in Delaware and whose principal place of business is at 100 Marine Parkway, Suite 275, Redwood Shores, CA 94065 ("**Business Associate**"); and
- (2) the legal entity defined as "Customer" ("**Covered Entity**") (such agreement, the "**Agreement**").

This BAA is effective on the effective date of the Agreement ("Effective Date"). Each of Business Associate and Covered Entity may be referred to herein as a "**party**" and together as the "**parties**".

RECITALS:

- (A) Covered Entity is a covered entity as such term is defined under HIPAA and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information.
- (B) Business Associate provides to Covered Entity certain services ("**Services**") via a HIPAA Tenant pursuant to the Agreement. In connection with the Services, the parties anticipate that Business Associate may from time to time create and/or receive Protected Health Information for or on behalf of Covered Entity.
- (C) By providing services pursuant to the Agreement and creating and/or receiving Protected Health Information for or on behalf of Covered Entity, Business Associate shall become a business associate of Covered Entity, as such term is defined under HIPAA, and will therefore have obligations regarding the confidentiality and privacy of Protected Health Information that Business Associate creates for, or receives from or on behalf of, Covered Entity.
- (D) This BAA applies only to the extent the customer identified above is a "covered entity," as that term is defined by HIPAA, and Covered Entity is using a HIPAA Tenant provided by Business Associate.

1. Definitions

1.1 For the purposes of this BAA, capitalized terms shall have the meanings ascribed to them below. All capitalized terms used but not otherwise defined herein will have the meaning ascribed to them by HIPAA.

"Health Insurance Portability and Accountability Act" or "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder;

"Health Information Technology for Economic and Clinical Health Act" or "**HITECH Act**" means the security provisions of the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health Act;

"HIPAA Tenant" means a data tenant under the Agreement under which Covered Entity uses the Platform to store or transmit any Protected Health Information (defined below).

"Protected Health Information" or "**PHI**" has the same meaning as the term "protected health information" in 45 CFR § 160.103; provided that, for purposes of this BAA, such term is limited to protected health information that is received and maintained by Business Associate from or on behalf of Covered Entity via Covered Entity's HIPAA Tenant.

“Secretary” shall refer to the Secretary of the U.S. Department of Health and Human Services.

“Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary (e.g., encryption). This definition applies to both hard copy PHI and electronic PHI.

2. Business Associate obligations

2.1 Use and Disclosure of PHI.

- (a) Business Associate warrants that it, its agents and its subcontractors: (i) shall use or disclose PHI only in connection with fulfilling its duties and obligations under this BAA and the Agreement; (ii) shall not use or disclose PHI other than as permitted or required by this Agreement or required by law; (iii) shall not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity; and (iv) shall only use and disclose the minimum necessary PHI for its specific purposes. Covered Entity agrees that Business Associate may rely on Covered Entity’s instructions to determine if uses and disclosures meet this minimum necessary requirement.
- (b) Subject to the restrictions set forth throughout this BAA, Business Associate may use the information received from Covered Entity if necessary for (i) the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate.
- (c) Subject to the restrictions set forth in this BAA, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that:
 - (i) Disclosures are required by law, or
 - (ii) Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Business Associate is permitted, for Data Aggregation purposes to the extent permitted under HIPAA, to use, disclose, and combine PHI created or received on behalf of Covered Entity by Business Associate pursuant to this BAA_with PHI, as defined by 45 C.F.R. 160.103, received by Business Associate in its capacity as a business associate of other covered entities, to permit data analyses that relate to the Health Care Operations of the respective covered entities and/or Covered Entity;
- (e) Business Associate may de-identify any and all PHI created or received by Business Associate under this BAA. Once PHI has been de-identified pursuant to 45 CFR 164.514(b), such information is no longer Protected Health Information and no longer subject to this BAA;

2.2 Safeguards. Business Associate shall employ appropriate administrative, technical and physical safeguards, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this BAA or the Agreement. Business Associate shall comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of such electronic PHI other than as provided for by this BAA or the Agreement.

2.3 Audits and Records. Business Associate shall, in accordance with HIPAA, make available to the Secretary Business Associate’s internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining Covered Entity’s compliance with its obligations under HIPAA.

2.4 Individuals’ Rights to Their PHI:

- (a) To the extent Business Associate maintains PHI in a Designated Record Set, in order to allow Covered Entity to respond to a request by an Individual for access to PHI pursuant to 45 CFR

- Section 164.524, Business Associate, within ten (10) business days upon receipt of written request by Covered Entity, shall make available to Covered Entity such PHI.
- (i) In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days .
 - (ii) Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Except as required by law, only Covered Entity will be responsible for releasing PHI to an Individual pursuant to such a request. Any denial of access to PHI determined by Covered Entity pursuant to 45 CFR Section 164.524, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.
- (b) To the extent Business Associate maintains PHI in a Designated Record Set, in order to allow Covered Entity to respond to a request by an Individual for an amendment to PHI, Business Associate shall, within ten (10) business days upon receipt of a written request by Covered Entity, make available to Covered Entity such PHI:
- (i) In the event that any Individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.
 - (ii) Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for an amendment to PHI and Business Associate will make no such determinations. Any denial of amendment to PHI determined by Covered Entity pursuant to 45 CFR Section 164.526, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.
 - (iii) Within ten (10) business days of receipt of a request from Covered Entity to amend an individual's PHI in the Designated Record Set, Business Associate shall incorporate, or make available PHI for Covered Entity to incorporate, any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 CFR Section 164.526.
- (c) In order to allow Covered Entity to respond to a request by an Individual for an accounting pursuant to 45 CFR Section 164.528, Business Associate shall, within ten (10) business days of a written request by Covered Entity for an accounting of disclosures of PHI about an Individual, make available to Covered Entity such PHI.
- (d) At a minimum, Business Associate shall provide Covered Entity with the following information: (1) the date of the disclosure; (2) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (3) a brief description of the PHI disclosed; and (4) a brief statement of the purpose of such disclosure.
- (i) In the event that any Individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.
 - (ii) Covered Entity will be responsible for preparing and delivering an accounting to Individual.
 - (iii) Business Associate shall implement an appropriate record keeping process to enable it to comply with the requirements of this BAA.

- (e) Disclosure to Third Parties. Business Associate shall obtain and maintain a written agreement with each subcontractor or agent that has or will have access to PHI, which is received from, or created or received by, Business Associate for or on behalf of Covered Entity, pursuant to which agreement such subcontractor and agent agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate pursuant to this Agreement with respect to such PHI.
- (f) Reporting Obligations.
 - (i) In the event of any actual, alleged or suspected incident of unauthorised or accidental disclosure of or access to any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, or otherwise holds or uses on behalf of Covered Entity associated with Covered Entity's HIPAA Tenant ("**Security Breach**"), Business Associate shall promptly report such Security Breach to Covered Entity, but in no event later than ten (10) business days after the date the Security Breach is discovered. Notice of a Security Breach shall include, to the extent such information is available: (1) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Security Breach; (2) the date of the Security Breach, if known, and the date of discovery of the Security Breach; (3) the scope of the Security Breach; and (4) the Business Associate's response to the Security Breach:
 - (ii) In the event of a use or disclosure of PHI that is improper under this BAA but does not constitute a Security Breach, Business Associate shall report such use or disclosure to Covered Entity within ten (10) business days after the date on which Business Associate becomes aware of such use or disclosure.
 - (i) The parties acknowledge that unsuccessful Security Breaches (e.g., pings) occur within the normal course of business and the parties stipulate and agree that this paragraph constitutes notice by Business Associate to Covered Entity for such unsuccessful Security Breaches.

3. Covered Entity Obligations.

3.1 Permissible Requests.

- (a) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would violate applicable federal and state laws if such use or disclosure were made by Covered Entity
- (b) Covered Entity shall be compliant with all applicable laws and regulations pertaining to PHI Covered Entity sends, or directs to be sent, to Business Associate.

3.2 HIPAA Tenant. Covered Entity agrees that Business Associate does not act as a Business Associate under HIPAA and will have no obligations under this BAA to the extent Covered Entity creates, receives, maintains, or transmits PHI outside of its HIPAA Tenant. Covered Entity is responsible for:

- (a) Implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA;
- (b) Obtaining all necessary authorizations, consents, and other permissions that may be required under HIPAA in order to create, receive, maintain, or transmit PHI via its HIPAA Tenant;
- (c) Determining whether its Users are authorized to create, receive, maintain, or transmit PHI using the HIPAA Tenant; and
- (d) Using the functionality of the Platform to respond to and comply with any additional restriction requests made by Individuals or required by any notice of privacy practices agreed to by the Covered Entity.

3.3 Notifications.

- (a) Covered Entity shall notify Business Associate of any limitation in any applicable notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. **Term and Termination.**

4.1 General Term and Termination. This BAA shall become effective on the Effective Date set forth above and shall terminate upon the termination or expiration of the Agreement and when all PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with this Section, destroyed, returned to Covered Entity, or protections are extended.

4.2 Material Breach. Where either party has knowledge of a material breach by the other party, the non-breaching party shall provide the breaching party with an opportunity to cure. Where said breach is not cured to the reasonable satisfaction of the non-breaching party within twenty (20) business days of the breaching party's receipt of notice from the non-breaching party of said breach, the non-breaching party shall, if feasible, terminate this BAA and the portion(s) of the Agreement affected by the breach. Where either party has knowledge of a material breach by the other party and cure is not possible, the non-breaching party shall, if feasible, terminate this BAA and the portion(s) of the Agreement affected by the breach.

4.3 Return or Destruction of PHI. Upon termination of this BAA for any reason, Business Associate shall:

- (a) If feasible as determined by Business Associate, return or destroy all PHI received from, or created or received by Business Associate for or on behalf of Covered Entity that Business Associate or any of its subcontractors and agents still maintain in any form, and Business Associate shall retain no copies of such information; or
- (b) If Business Associate determines that such return or destruction is not feasible, extend the protections of this BAA to such information and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, in which case Business Associate's obligations under this Section 4.3 shall survive the termination of this BAA.

5. **General.**

5.1 Amendment. If any of the regulations promulgated under HIPAA or the HITECH Act are amended or interpreted in a manner that renders this BAA inconsistent therewith, the parties shall cooperate in good faith to amend this BAA to the extent necessary to comply with such amendments or interpretations.

5.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit the parties to comply with HIPAA and the HITECH Act.

5.3 Conflicting Terms. In the event that any terms of this BAA conflict with any terms of the Agreement, the terms of this BAA shall govern and control over the conflicting term in the Agreement. All other nonconflicting terms of the Agreement shall remain valid and enforceable.