

Order

Order no. RIT-543

Created for {contact name}

{contact email}

Supplier

Ritten Inc.
306 U St NE
Washington, DC 20002
US

Ship to

The City of Laredo (Roots Detox)
Texas
United States

Service term	30 months
Effective date	07/01/2024
End date	12/31/2026
Currency	USD
Total amount	\$58,200.00
Vary based on usage	

Recurring costs

Active Charts	24 charts x \$50.00
	\$1,200.00
Charts are charged based on the average active monthly census	
CRM	24 x \$10.00
	\$240.00
Prescribing Individual (eRx)	2 prescribers x \$75.00
	\$150.00

Allows access to Ritten e-prescribe integration through DoseSpot for individuals that are authorized to sign for medication

Billing Fee	\$350.00
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Fee includes up to 300 electronic claims, unlimited claim scrubbing, unlimited ERAs, and unlimited eligibility checks. Fee covers one rendering provider*.

Usage-based costs


Additional Rendering Provider	\$50.00 per rendering provider
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- Any quantity of rendering providers billed through on a monthly basis exceeding the 1 included will charge at this rate and invoice monthly.

Additional Claims	\$0.67 per claim
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Any monthly claim volume over 300 will be charged at this rate and invoiced monthly.

Attachments

 [Ritten Terms of Service](#)

Payment schedule

Payment due immediately upon delivery of invoice

Due Date			
2024	Jul 01	<div><div></div></div>	\$1,940.00
	Aug 01	<div><div></div></div>	\$1,940.00
	Sep 01	<div><div></div></div>	\$1,940.00
	Oct 01	<div><div></div></div>	\$1,940.00
	Nov 01	<div><div></div></div>	\$1,940.00
	Dec 01	<div><div></div></div>	\$1,940.00
2025	Jan 01	<div><div></div></div>	\$1,940.00
	Feb 01	<div><div></div></div>	\$1,940.00
	Mar 01	<div><div></div></div>	\$1,940.00
	Apr 01	<div><div></div></div>	\$1,940.00
	May 01	<div><div></div></div>	\$1,940.00
	Jun 01	<div><div></div></div>	\$1,940.00
	Jul 01	<div><div></div></div>	\$1,940.00
	Aug 01	<div><div></div></div>	\$1,940.00
	Sep 01	<div><div></div></div>	\$1,940.00
	Oct 01	<div><div></div></div>	\$1,940.00
	Nov 01	<div><div></div></div>	\$1,940.00
	Dec 01	<div><div></div></div>	\$1,940.00
2026	Jan 01	<div><div></div></div>	\$1,940.00
	Feb 01	<div><div></div></div>	\$1,940.00
	Mar 01	<div><div></div></div>	\$1,940.00
	Apr 01	<div><div></div></div>	\$1,940.00
	May 01	<div><div></div></div>	\$1,940.00
	Jun 01	<div><div></div></div>	\$1,940.00
	Jul 01	<div><div></div></div>	\$1,940.00
	Aug 01	<div><div></div></div>	\$1,940.00
	Sep 01	<div><div></div></div>	\$1,940.00
	Oct 01	<div><div></div></div>	\$1,940.00
	Nov 01	<div><div></div></div>	\$1,940.00
	Dec 01	<div><div></div></div>	\$1,940.00
2027	Jan 01	<div><div></div></div>	-



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “**Agreement**”) by and between The City of Laredo Roots Recovery Center (“**Covered Entity**”) and Ritten, Inc. (“**Business Associate**”), is entered into on (“**Effective Date**”), for the purposes of complying with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (“**HIPAA**”) and 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 (the “**HITECH Act**”).

WITNESSETH

WHEREAS, 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; and

WHEREAS, Business Associate has entered or may enter into an agreement or agreements with Covered Entity (“**Service Agreement**”), pursuant to which Business Associate may receive Protected Health Information for or on behalf of Covered Entity; and

WHEREAS, by providing services pursuant to the Service Agreement and 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 receives from or on behalf of, Covered Entity.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, the parties hereto agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, 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.

(a) “**Protected Health Information**” or “**PHI**” is any information, whether oral or recorded in any form or medium that is created, received, maintained, or transmitted by Business Associate for or on behalf of Covered Entity, that identifies an individual or might reasonably be used to identify an individual and relates to: (i) the individual’s past, present or future physical or mental health; (ii) the provision of health care to the individual; or (iii) the past, present or future payment for health care.

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

(c) **“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. OBLIGATIONS OF BUSINESS ASSOCIATE.

(a) General Compliance with Law

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 Agreement and the Service 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.

(b) Use and Disclosure of Protected Health Information

Subject to the restrictions set forth throughout this Agreement, 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.

Subject to the restrictions set forth in throughout this Agreement, 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.

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 Agreement 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, [provided that the aggregated data does not reveal the specified patient's substance abuse problem as defined under 42 CFR 2.11 or the patient's status as a participant in a qualified Part 2 Program as defined under 42 CFR 2.11, to the extent applicable].

Business Associate may de-identify any and all PHI created or received by Business Associate under this Agreement. 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 Agreement.

Business Associate acknowledges that, as between Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity, including any and all forms thereof developed by Business Associate in the course of its fulfillment of its obligations pursuant to the Agreement and Service Agreement.

(c) Covered Entity Obligations

To the extent that Business Associate is to carry out any of Covered Entity's obligations that are regulated by HIPAA, Business Associate shall comply with the HIPAA requirements that apply to the Covered Entity in the performance of such obligation.

(d) Safeguards

Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this 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 Agreement.

(e) Availability of Books and Records

Business Associate shall permit the Secretary and other regulatory and accreditation authorities to audit Business Associate's internal practices, books and records at reasonable times as they pertain to the use and disclosure of PHI in order to ensure that Covered Entity and/or Business Associate is in compliance with the requirements of HIPAA.

(f) Individuals' Rights to Their PHI

(i) Access to Information

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. 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.

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.

(ii) Amendment of Information

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. 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.

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.

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 any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 CFR Section 164.526.

(iii) Accounting of Disclosures

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. At a minimum, Business Associate shall provide Covered Entity with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure. 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. Covered Entity will be responsible for preparing and delivering an accounting to Individual. Business Associate shall implement an appropriate record keeping process to enable it to comply with the requirements of this Agreement.

(g) Disclosure to Subcontractors and Agents

Notwithstanding anything to the contrary in the Services Agreement or this Agreement, Business Associate, subject to the restrictions set forth in this provision, may use subcontractors to fulfill its obligations under this Agreement. 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 such subcontractor and agent agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.

(h) Reporting Obligations

In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall report such Breach to Covered Entity as soon as practicable, but in no event later than ten (10) business days after the date the Breach is discovered. Notice of a Breach shall include, to the extent such information is available: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if

known, and the date of discovery of the Breach; (iii) the scope of the Breach; and (iv) the Business Associate's response to the Breach.

In the event of a use or disclosure of PHI that is improper under this Agreement but does not constitute a 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.

In the event of any successful Security Incident, Business Associate shall report such Security Incident in writing to Covered Entity within ten (10) business days of the date on which Business Associate becomes aware of such Security Incident. The parties acknowledge that unsuccessful Security Incidents that occur within the normal course of business shall not be reported pursuant to this Agreement. Such unsuccessful Security Incidents include, but are not limited to, port scans or "pings," and unsuccessful log-on attempts, broadcast attacks on Business Associate's firewall, denials of service or any combination thereof if such incidents are detected and neutralized by Business Associate's anti-virus and other defensive software and not allowed past Business Associate's firewall.

Business Associate will identify and respond internally to any suspected or known Breach of any Unsecured PHI, Security Incident or other improper use or disclosure of PHI, and will mitigate, to the extent practicable, their harmful effects, document their outcomes, and provide documentation of any successful Security Incident and Breach of any Unsecured PHI to Covered Entity upon request.

3. OBLIGATIONS OF COVERED ENTITY.

(a) Permissible Requests

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. Covered Entity may request Business Associate to disclose PHI directly to another party only for the purposes allowed by HIPAA and the HITECH Act.

(b) Notifications

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.

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.

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.

(a) General Term and Termination

This Agreement shall become effective on the Effective Date set forth above and shall terminate upon the termination or expiration of the Service 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.

(b) 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 Agreement and the portion(s) of the Service 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 Agreement and the portion(s) of the Service Agreement affected by the breach.

(c) Return or Destruction of PHI

Upon termination of this Agreement for any reason, Business Associate shall: (i) 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 (ii) if Business Associate determines that such return or destruction is not feasible, extend the protections of this Agreement 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 shall survive the termination of this Agreement.

5. MISCELLANEOUS.

(a) Amendment

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

(b) Interpretation

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

(c) Conflicting Terms

In the event that any terms of this Agreement conflict with any terms of the Service Agreement, the terms of this Agreement shall govern and control.

(d) Notices

Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. Notices shall be deemed given upon receipt. Notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

Name:
City of Laredo
ROOTS Recovery Center
1300 Chicago St., Ste. 101
Laredo, Texas 78041

If to Business Associate:

Ritten, Inc.
1500 Chestnut St. #1129
Attn: Noah Whitehead

(e) Severability

The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

COVERED ENTITY:

Name: Joseph Neeb

Title: City Manager

Date:

Signature:

BUSINESS ASSOCIATE:

Name: Noah Whitehead

Title: Chief Executive Officer

Date:

Signature:

Noah Whitehead