

Please print the attached document, sign and return to
privacy@covermymeds.com or contact Erica Van Treese,
Account Manager, Provider Relations & Solutions.

Office: 866-452-5017, Fax: 615-379-2541,
evantreese@covermymeds.com Thank you!

CoverMyMeds LLC



BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into between _____
NAME OF

_____, a _____ organized under the laws of _____ ("Covered Entity"), and
COVERED ENTITY TYPE OF ENTITY STATE

CoverMyMeds LLC, an Ohio limited liability company ("Business Associate"), which shall be deemed effective
_____(the "Effective Date").

WHEREAS, the U.S. Department of Health and Human Services issued regulations on "Standards for Privacy of Individually Identifiable Health Information" comprising 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Standards"), "Security Standards for the Protection of Electronic Protected Health Information" comprising 45 C.F.R. Parts 160 and 164, Subpart C (the "Security Standards"), and "Standards for Notification in the Case of Breach of Unsecured Protected Health Information" comprising 45 C.F.R. Parts 160 and 164, Subpart D (the "Breach Notification Standards"), promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Privacy Standards, the Security Standards and the Breach Notification Standards are collectively referred to herein as the "HIPAA Standards").

WHEREAS, in conformity with the HIPAA Standards, Business Associate has and/or will have access to, create and/or receive certain Protected Health Information ("PHI") pursuant to the services provided under the Terms of Service entered into by and between Covered Entity and Business Associate (the "Service Agreement").

WHEREAS, Covered Entity is required by the HIPAA Standards to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI disclosed by or created or received by Business Associate on behalf of Covered Entity.

WHEREAS, the parties hereto desire to enter into this Agreement to memorialize their obligations with respect to PHI pursuant to the requirements of the HIPAA Standards.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

Section 1. Definitions. Except as otherwise specified herein, capitalized terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.304, 164.402 and 164.501.

- (a) Breach, as used in Section 2 of this Agreement, means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.
- (b) C.F.R. means the Code of Federal Regulations.
- (c) PHI means any Protected Health Information that is received, maintained, transmitted or utilized for any purpose in electronic form by Business Associate on behalf of Covered Entity.

- (d) HIPAA means the Health Insurance Portability and Accountability Act of 1996 and any successor statutes, rules and regulations.
- (e) HITECH Act means the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), Div. A, Title XIII and Div. B, Title IV, the Health Information Technology for Economic and Clinical Health Act.
- (f) Individual has the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as personal representative in accordance with 45 C.F.R. § 164.502 (g).
- (g) Protected Health Information (“PHI”) has the same meaning as the term "Protected Health Information" as defined in 45 C.F.R. § 160.103, which generally includes all Individually Identifiable Health Information regardless of form; limited, however, to the information created or received by Business Associate from or on behalf of Covered Entity.
- (h) Required by Law has the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (i) Secretary means the Secretary of the Department of Health and Human Services or his/her designee.
- (j) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (k) Standard Transaction means a transaction that complies with an applicable standard adopted under 45 C.F.R. Part 162.

Section 2. Obligations and Activities of Business Associate.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall also comply with any further limitations on uses and disclosures of PHI by Covered Entity in accordance with the HITECH Act and 45 C.F.R. § 164.522, provided that Covered Entity communicates such limitations to Business Associate.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (c) In accordance with the HIPAA Standards, Business Associate shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of the Covered Entity. Specifically, Business Associate shall comply with all standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. Additionally, Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware. At the request of Covered Entity, Business Associate shall identify: the date and nature and scope of the Security Incident, Business Associate’s response to the Security

Incident, and the identification of the party responsible for causing the Security Incident, if known.

- (e) Business Associate agrees to notify Covered Entity of any Breach of Unsecured Protected Health Information within ten (10) business days of the date Business Associate learns of the Breach. Business Associate shall provide such information to Covered Entity as required by the HIPAA Standards. Business Associate shall reasonably cooperate and assist Covered Entity in making the notification to third parties required by law in the event of a Breach due solely to Business Associate.
- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI created or received by Business Associate on behalf of Covered Entity agrees to implement reasonable and appropriate safeguards to protect PHI and to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (g) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (h) Upon request of Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set, as defined in 45 C.F.R. § 164.501, to an Individual in order for Covered Entity to comply with the requirements under 45 C.F.R. § 164.524. Business Associate further agrees to make available PHI for amendment and incorporate any amendments to PHI in a Designated Record Set in order for Covered Entity to comply with 45 C.F.R. § 164.526. If Business Associate provides copies or summaries of PHI to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. § 164.524(c)(4).
- (i) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary, for purposes of determining Covered Entity's compliance with the HIPAA Standards.
- (j) Business Associate agrees to document those disclosures of PHI, and information related to such disclosures, as required to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. Business Associate further agrees to provide Covered Entity such information upon request to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528, or, if required by the HITECH Act, to provide an Individual an accounting of disclosures of PHI upon request made by the Individual directly to Business Associate.
- (k) Business Associate acknowledges that it shall limit the use, disclosure or request of PHI to perform or fulfill a specific function required or permitted hereunder to the Minimum Necessary, as defined by HIPAA Standards and relevant guidance, to accomplish the purpose of such use, disclosure or request.
- (l) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.

- (m) Except as otherwise permitted by law, Business Associate shall not directly or indirectly receive remuneration in exchange for a disclosure of PHI without the Individual's authorization.

Section 3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the Service Agreement between the parties, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity.

(b) Specific Use and Disclosure Provisions.

- (1) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Except as otherwise limited in 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 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, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).

Section 4. Term and Termination.

- (a) Term. The provisions of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Section, shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to this Agreement and upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
 - (2) Immediately terminate this Agreement if cure is not possible; or
 - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received or created by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 5. Notices. Any notices or communications to be given pursuant to this Agreement shall be made to the addresses given below:

If to Business Associate, to:

ATTN: Privacy Officer
8866 Commons Blvd.
Twinsburg, Ohio 44087
privacy@covermymeds.com

If to Covered Entity, to:

Section 6. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Standards means the section then in effect.
- (b) Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to ensure the parties comply with the requirements of the HIPAA Standards and any other applicable law or regulation. Any amendment to this Agreement proposed by either party shall not be effective unless mutually agreed to in writing by both parties.

- (c) Survival. The respective rights and obligations of Business Associate under Section 4(c) of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the HIPAA Standards. In the event of any inconsistency or conflict between this Agreement and the Service Agreement, the terms and conditions of this Agreement shall govern and control.
- (e) No Third Party Beneficiary. Nothing express or implied in this Agreement or in the Service Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the same internal laws as that of the Service Agreement.
- (g) Multiple Counterparts. This Agreement may be executed in multiple counterparts all of which shall be considered an original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

By: _____

Name: _____

Title: _____

COVERMYMEDS LLC (BUSINESS ASSOCIATE)

By: _____

Name: _____

Title: _____