

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is dated _____, 2017 and made between _____ and DoorstepXtra ("Company"). Company offers Courier Services ("Services") desires to have Company perform Services and Company desires to perform such Services.

In performing of Services, it may be necessary to share information relating to the past, present, or future physical or mental health or condition of individuals; the provision of health care to individuals; or the past, present, or future payment for the provision of health care to individuals.

The parties seek to comply with the rules promulgated pursuant to the Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA") and to ensure that the individually identifiable health information protected.

_____ and Company, therefore, agree as follows:

Definitions. For the purposes of this agreement the following definitions shall apply:

"**Business Associate**" shall have the same meaning as the term "business associate" at 45 CFR § 160.103 and in this agreement shall refer to Company.

"**Covered Entity**" shall have the same meaning as the term "covered entity" at 45 CFR § 160.103 and in this agreement shall refer to _____ Pharmacy.

"**Individual**" shall have the same meaning as the term "individual" at 45 CFR § 164.502.

"**Privacy Rule**" shall mean the Standards for Privacy and Individually Identifiable Health Information at 45 CFR §160 and § 164 Subparts A and E.

"**Protected Health Information**" ("**PHI**") shall have the same meaning as the term "protected health information" at 45 CFR § 160.103 and shall include unsecured Protected Health Information, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

"**Required By Law**" shall have the same meaning as the term "required by law" at 45 CFR § 164.501.

"**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.

"**Electronic Protected Health Information**" ("**ePHI**") shall have the same meaning as that term as defined at 45 CFR § 160.103;

"**Security Incident**" shall have the same meaning as "security incident" at 45 CFR §164.304;

"**Security Rule**" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR § 164, subpart C.

Obligations and Activities of Business Associate

Business Associate agrees to

Adopt a privacy policy and appoint a privacy officer to assure Business Associate's compliance with the applicable privacy provisions of HIPAA and its implementing regulations;

Not use or further disclose PHI other than as permitted or required by this agreement or as Required By Law

and implement appropriate safeguards, and comply with Subpart C of 45 CFR § 164 with respect to ePHI to prevent use or disclosure of the PHI other than as provided for by this agreement;

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 requirement of this agreement;

Report to Covered Entity any use or disclosure of PHI not provided for by this agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR § 164.410, and any security incident of which it becomes aware;

To ensure, in accordance with 45 CFR § 164.502(e)(1)(ii), and 45 CFR § 164.308(b)(2), if applicable, that any agents or subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

Provide access, at the request of Covered Entity and within ten (10) days of such request, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524;

Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity and within ten (10) days of such request;

Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of the Covered Entity to the Secretary, and within ten (10) days of such request, or in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule; **"Electronic Protected Health Information" ("ePHI")** shall have the same meaning as that term as defined at 45 CFR § 160.103;

"Security Incident" shall have the same meaning as "security incident" at 45 CFR §164.304;

"Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR § 164, subpart C.

Obligations and Activities of Business Associate

Business Associate agrees to

Adopt a privacy policy and appoint a privacy officer to assure Business Associate's compliance with the applicable privacy provisions of HIPAA and its implementing regulations;

Not use or further disclose PHI other than as permitted or required by this agreement or as Required By Law;

Use appropriate safeguards, and comply with Subpart C of 45 CFR § 164 with respect to ePHI to prevent use or disclosure of the PHI other than as provided for by this agreement;

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 requirement of this agreement;

Report to Covered Entity any use or disclosure of PHI not provided for by this agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR § 164.410, and any security incident of which it becomes aware;

To ensure, in accordance with 45 CFR § 164.502(e)(1)(ii), and 45 CFR § 164.308(b)(2), if applicable, that any agents or subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

Provide access, at the request of Covered Entity and within ten (10) days of such request, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524;

Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity and within ten (10) days of such request;

Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of the Covered Entity to the Secretary, and within ten (10) days of such request, or in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule;

Assist Covered Entity's responding to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, Business Associate agrees to document and report disclosures of PHI as follows:

For disclosures that Business Associate makes of PHI that Business Associate creates or receives from Covered Entity, Business Associate will document (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures, Business Associate makes to the same person or entity (including Covered Entity) for a single purpose, Business Associate may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures and (iii) the date of the last of these repetitive disclosures;

Business Associate need not report disclosure of information or otherwise account for disclosures of PHI that this agreement or Covered Entity in writing permits or requires (i) for the purpose of Covered Entity's treatment activities, payment activities, or health care operations, (ii) disclosed, to that individual's personal representative or to another person or entity authorized by the individual (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, or (vi) to law enforcement officials or correctional institutions regarding inmates;

Provide to Covered Entity or an Individual, and within ten (10) days of such request, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528; and

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 as required by the Security Rule.

Business Associate also agrees to:

Notify the Plan of any Breach of Unsecured PHI, within 30 days of the Business Associate's Discovery of the Breach (as those terms are defined in the Breach Notification Rules);

Include in the notification, or promptly thereafter as the information becomes available, the information set forth in Breach Notification Rules 45 CFR §164.410(c)(1) and (2);

Include in the notification a description of what steps it will take to provide notification of the Breach to affected individuals as required under the Breach Notification Rules or provide a written recommendation if it believes the Plan is in the best position to provide notice to the affected individuals;

unless the Plan expressly instructs otherwise, provide the affected individual(s) with notice of the Breach in compliance with the Breach Notification Rules and, to the extent permitted under the Rules, provide any other required notice in lieu of the Plan providing notice; and

Verify with the Plan that such notice has been made;

Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate safeguards to protect it; and

Report to Covered Entity any Security Incident of which it becomes aware.

Permitted Uses and Disclosures by Business Associate

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 as specified in _____ Pharmacy Service Agreement ("Service Agreement"), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Business Associate may use or disclose PHI as required by law.

Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR § Part 164 if done by Covered Entity.

Specific Use and Disclosure Provisions

Except as otherwise limited in this agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Except as otherwise limited in this agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that

Disclosures are required by law; or

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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

Except as otherwise limited in this agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
Obligations of Covered Entity

Covered Entity shall notify Business Associate of any

Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

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;

Restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of disclosure of PHI.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Notwithstanding anything to the contrary in this agreement, Business Associate may use or disclose PHI for the purposes of data aggregation, quality control, management and administrative activities of Business Associate, and for the purposes identified in the Service Agreement.

Term and Termination

Term. The Term of this agreement shall be effective as of the date first written above, and shall automatically renew for one-year periods unless either party notifies the other party prior to the automatic renewal. Termination occurs (i) 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; (ii) if it is infeasible to return or destroy PHI, when protections are extended to such information, in accordance with the termination provisions of this Section; (iii) when either party determines that due to changes in the applicable law or regulations, such party can no longer comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191; or (iv) 30 days following the date on which one party provides the other with written notice of its intention to terminate this agreement.

Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
Provide an opportunity for Business Associate to cure the breach; and end the violation, or terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

Immediately terminate this agreement if Business Associate has breached a material term of the Agreement and cure is not possible; or If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Effect of Termination.

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 from Covered Entity, or created or received 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.

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.

Business Associate's obligation to protect the privacy of the PHI it created for or received from _____ Pharmacy will be continuous and survive termination, cancellation, expiration, or other conclusion of this agreement.

Miscellaneous

Regulatory Reference. Reference in this agreement to a section in the Privacy Rule means the section as in effect or as amended.

Amendment. The Parties agree to take such action to amend this agreement time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, or if such action is impracticable to terminate this agreement.

Survival. The respective rights and obligations of Business Associate under Section 4 of this agreement shall survive the termination of this agreement.

Interpretation. Any ambiguity in this agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Confidentiality of Business Information. Business Associate and Covered Entity recognize that each may receive confidential and proprietary business information of the other party and agree to hold such information in strict confidence and not to use it for the party's benefit, for the benefit of any other person or entity, or for any purpose other than as identified in this agreement. In the event one party receives a demand to release such confidential information to a third party, it shall immediately notify the other party and shall not disclose such information to the third party unless authorized in writing by the other or unless required by applicable state or federal law or regulation legal process or subpoena, or on request of an administrative agency or regulatory body. This Section shall survive any termination of this agreement.

Relationship to the Parties. Nothing contained in this agreement shall be construed to create the relationship of (i) a joint venture, (ii) principal and agent, (iii) a partnership, or (iv) employer and employee between the parties.

Liability of the Parties. Covered Entity shall indemnify Business Associate from and against any and all claims, damages, causes of actions, suits, expenses or liabilities to the extent proximately caused by or which may arise out of and/or be incurred in connection with any negligent or other wrongful conduct by Covered Entity arising or relating to activities undertaken pursuant to this agreement. Business Associate shall indemnify Covered Entity from and against any and all claims, damages, causes of actions, suits, expenses or liabilities to the extent proximately caused by or which may arise out of and/or be incurred in connection with any negligent or other wrongful conduct by Business Associate arising or relating to activities undertaken pursuant to this agreement.

Governing Law; Arbitration; Jurisdiction. The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement. If any dispute shall arise between the parties as to the performance or interpretation of this agreement or any matter or thing in connection therewith which cannot be settled by amicable agreement, then, upon either party's giving written notice of the difference or dispute to the other, the same shall be referred to arbitration and final determination by a single arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Tampa, Florida. The language to be used in the arbitral proceedings shall be English. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. The Commercial Arbitration Optional Rules for Emergency Measures of Protection are also incorporated by the parties.

Waiver of Jury Trial. Each party irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) under this agreement.

Attorneys' Fees and Costs. In any action or arbitration brought under this agreement, the prevailing party shall be entitled to recover its actual cost and attorneys' fees and all other litigation costs, including, but not limited to, all actual attorneys' fees and costs incurred in connection with the enforcement of a judgment or order arising from any such action or proceeding.

Counterparts. The parties may sign this agreement and several counterparts, each of which will be deemed an original but all of which together shall constitute one instrument.

8.1 instrument.

The parties are signing this agreement on the date stated in the introductory clause.

Facility: _____

Signature: _____

Printed name: _____

Title: _____

DoorstepXtra

Signature: _____

Printed name: _____
