

Business Associate Agreement (BAA)

“Thank you for using RxCrossroads. We have recently updated our process to include a BAA, which stands for Business Associate Agreement. This will allow for an added layer of security between the prescriber and RxCrossroads in regards to protected health information. Please review, and fax the signed agreement to 866-867-0465. If you have any questions regarding the agreement please contact your Case Manager at 855-587-7663.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is effective as of the ___ day of _____, 201_ (the "Effective Date"), by and between the health care provider set forth in the signature line below ("Covered Entity") and RxCrossroads, Inc. ("Business Associate").

RECITALS

WHEREAS, Business Associate assists health care providers such as Covered Entity in the determination of benefits verification and care coordination services for patients ("Treatment Support");

WHEREAS, Business Associate provides the Treatment Support to health care providers pursuant to that certain Master Services Agreement between Business Associate and AbbVie Inc. effective as of October 31, 2013;

WHEREAS, the parties desire to enter into this Agreement in order to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as amended and in effect.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule (defined below).
 - a) "Breach" when capitalized, "Breach" shall have the meaning set forth in 45 CFR § 164.402 (including all of its subsections); with respect to all other uses of the word "breach" in this Agreement, the word shall have its ordinary contract meaning.
 - b) "Electronic Protected Health Information" or "E PHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to information that Business Associate creates, accesses, receives, or maintains on behalf of Covered Entity and/or a covered entity.
 - c) "Protected Health Information" or "PHI" shall have the meaning set forth in the Privacy Rule, limited to information that Business Associate creates, accesses, receives, or maintains on behalf of Covered Entity. PHI includes E PHI.
 - d) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 CFR parts 160 and 164, Subparts A, D, and E, as currently in effect.
 - e) "Security Rule" means the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160 and 164, Subpart C.
 - f) "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
2. **Business Associate Obligations.** Business Associate acknowledges and agrees that it is considered a "business associate" as defined by HIPAA. As such, Business Associate shall, in addition to complying with the terms of this Agreement, comply with the following and with any state provisions that are more restrictive:
 - a) **Uses and Disclosures.** Business Associate shall not Use or further Disclose PHI other than as permitted or required by this Agreement, to perform Treatment Support or as Required By Law, provided that: such Use or Disclosure would not violate HIPAA if done by Covered Entity; and such Use or Disclosure shall be limited to the minimum necessary to accomplish the permissible purpose(s) of the Use or Disclosure.
 - b) **Uses and Disclosures Permitted By Law.** As permitted by the Privacy Rule, Business Associate may Use or Disclose PHI: (i) as is necessary for the proper management and administration of Business Associate's organization; (ii) to provide data aggregation services relating to the health care services of a covered entity, and (iii) to carry out the legal responsibilities of Business Associate, provided, however, that any permitted Disclosure of PHI to a third party must be either Required By Law or subject to reasonable assurances obtained by Business Associate from the third party that PHI will be held confidentially and securely, and Used or Disclosed only as Required By Law or for the purposes for which it was disclosed to such third party, and that any breaches of confidentiality of PHI that become known to such third party will be immediately reported to Business Associate.

- c) Privacy Rule. To the extent Business Associate carries out one or more of Covered Entity's and/or a covered entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity and/or a covered entity in the performance of such obligation(s).
- d) Security Rule. Business Associate agrees to comply with the requirements of the Security Rule.
- e) Safeguards. Business Associate shall use safeguards that are appropriate and sufficient to prevent Use or Disclosure of PHI other than the Uses and Disclosures permitted or required by this Agreement, including but not limited to implementing Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of EPHI.
- f) Reporting. Business Associate shall report to Covered Entity any Use or Disclosure of PHI not permitted or required by this Agreement and any Security Incident of which it becomes aware in accordance with HIPAA reporting requirements.
- g) Agents and Subcontractors. Business Associate shall ensure that any and all subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, in writing prior to the subcontractors' receipt of such PHI, to the same terms and conditions that apply to Business Associate with respect to PHI, including without limitation the provisions of this Agreement. Business Associate shall make such agreements with its subcontractors available to Covered Entity upon Covered Entity's request.
- h) Patient Rights.
 - i) Patient Right to Access. Business Associate shall make PHI in a Designated Records Set that it maintains available to Covered Entity at the request of Covered Entity or of an Individual, so that Covered Entity may meet the requirements of 45 C.F.R. §164.524. If any Individual requests access to his or her own PHI from Business Associate, Business Associate shall notify Covered Entity of the details of such request.
 - ii) Patient Right to Amend. Business Associate shall incorporate amendment(s) to PHI in a Designated Records Set that it maintains at Covered Entity's request and in compliance with 45 C.F.R. §164.526. If any Individual submits to Business Associate a request to amend his or her own PHI, Business Associate shall notify Covered Entity of the details of such request.
 - iii) Patient Right to Request Accounting. Business Associate shall document and make available to Covered Entity the information required to provide an accounting of disclosures or, as requested by Covered Entity, to the subject of the PHI, so that Covered Entity may meet the requirements of 45 C.F.R. §164.528. If any Individual requests an accounting from Business Associate, Business Associate shall, within two (2) business days, notify Covered Entity of the details of such request.
 - (1) Business Associate agrees to implement an appropriate record-keeping process to enable it to comply with the requirements of this Section.
 - (2) Business Associate agrees to provide PHI that it maintains electronically in a Designated Record Set in an electronic form at the request of Covered Entity or an Individual.
- i) Audit. Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from Covered Entity, or created or received by Business Associate, available to the Secretary of Health and Human Services, upon request, to determine compliance with HIPAA.
- j) Mitigation. Business Associate shall promptly 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 this Agreement, the Privacy Rule, the Security Rule, or other applicable federal or state law.
- k) Breach. If Business Associate has knowledge or a reasonable belief that a Breach or potential Breach of Unsecured Protected Health Information has occurred or may have occurred, Business Associate shall notify the Covered Entity in accordance with the requirements of 45 CFR § 164.410. Such notification shall include, to the extent possible, the identification of each Individual whose PHI has been or is reasonably believed to have been accessed, acquired, Used or Disclosed during the Breach, along with any other information that the Covered Entity will be required to include in its notification to the Individual, the media and/or the Secretary, as applicable, including, without limitation, a description of the Breach, the date of the Breach and its discovery, the types of Unsecured Protected Health Information involved and a description of the Business Associate's investigation, mitigation, and prevention efforts.

3. **Term & Termination.**

- a) **Term.** The Term of this Agreement shall begin on the Effective Date and shall continue until the Master Services Agreement is terminated or expires, unless terminated earlier as set forth below.
- b) **Termination.**
 - i) By Covered Entity. Upon determination by Covered Entity in its reasonable discretion of a material breach by Business Associate of this Agreement, Covered Entity may terminate this Agreement upon thirty (30) days' notice; provided however, Covered Entity shall not terminate if Business Associate takes reasonable steps to mitigate harm resulting from the breach and otherwise agrees to comply with the terms of this Agreement on a forward-looking basis within such thirty (30) day notice period.
 - ii) By Business Associate. Upon determination by Business Associate in its reasonable discretion of a material breach by Covered Entity of this Agreement, Business Associate may terminate this Agreement upon thirty (30) days' notice; provided however, Business Associate shall not terminate if Covered Entity takes reasonable steps to mitigate harm resulting from the breach and otherwise agrees to comply with the terms of this Agreement on a forward-looking basis within such thirty (30) day notice period.
- c) **Return on Termination.** At termination of this Agreement or the Master Services Agreement, to the extent feasible, Business Associate shall return or destroy all PHI that Business Associate maintains in any form and shall retain no copies of PHI. Notwithstanding anything herein to the contrary, if Business Associate determines, in its reasonable discretion, that the return or destruction of such PHI is not feasible, Business Associate shall notify Covered Entity and Business Associate shall extend the protections of this Agreement to the remaining information and limit further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.
- d) **Survival.** The terms of this Section shall survive the termination or expiration of this Agreement.

4. **Required Disclosure.** If Business Associate is confronted with legal action to disclose any PHI, Business Associate shall promptly notify and assist Covered Entity in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum amount of PHI that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

6. **Compliance with Laws.** Business Associate shall comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, the requirements of HIPAA, with respect to its obligations set forth in this Agreement.

7. **Amendment.** The parties shall amend this Agreement from time to time by mutual written agreement in order to keep this Agreement consistent with any changes made to the HIPAA laws or regulations in effect as of the Effective Date and with any new regulations promulgated under HIPAA. Covered Entity may terminate this Agreement in whole or in part if the parties are unable to agree to such changes by the compliance date for such new or revised HIPAA laws or regulations.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

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

Covered Entity	RxCrossroads, Inc.
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

Prescriber's Name (Print): _____ Date _____

Prescriber's Address: _____

Prescriber's City, State, and Zip: _____

Prescriber's Phone Number: _____ Prescriber's NPI: _____

The original Business Associates Agreement dated (--/--/----) is attached and made part of this document. Below is a list of all affiliated physicians included in this agreement.

Prescriber's Name (Print): _____ Date _____

Prescriber's NPI: _____

Prescriber's Name (Print): _____ Date _____

Prescriber's NPI: _____

Prescriber's Name (Print): _____ Date _____

Prescriber's NPI: _____

Prescriber's Name (Print): _____ Date _____

Prescriber's NPI: _____

Prescriber's Name (Print): _____ Date _____

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Prescriber's NPI: _____