



BUSINESS ASSOCIATE AGREEMENT

THIS CONTRACT is entered into on this _____ day of _____, 200_, between Provider and Clearinghouse (BeyondRx – a Wholesale Alliance TPC, LLC company) and Vendor/Person(s) (“BUSINESS ASSOCIATE”).

WHEREAS, BeyondRx will make available to BUSINESS ASSOCIATE certain Information, in conjunction with goods or services provided by BUSINESS ASSOCIATE to BeyondRx, that is confidential and must be treated and protected as such.

WHEREAS, BUSINESS ASSOCIATE will have access to and/or receive from BeyondRx certain Information that can be used or disclosed only in accordance with this Contract and the HHS Privacy Regulations

NOW, THEREFORE, BeyondRx and BUSINESS ASSOCIATE agree as follows:

- I. Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
1. **Contract** shall refer to this document.
 2. **BUSINESS ASSOCIATE** shall mean Vendor or Person(s) sharing certain Information
 3. **COVERED ENTITIY** shall mean Vendor or Person(s)’s employees, members, enrollees or customers in which certain Information includes
 4. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164.
 5. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined by 45 C.F.R. §164.501.
 6. **Information** shall mean any “health information” provided and/or made available by BeyondRx to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” is defined by 45 C.F.R. §160.102.
 7. **Parties** shall mean BUSINESS ASSOCIATE and BeyondRx.
 8. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
- II. Term.** The term of this Contract shall commence as of the date this agreement is accepted by BUSINESS ASSOCIATE (“the Effective Date”), and shall expire when all of the information provided by BeyondRx to BUSINESS ASSOCIATE is destroyed or returned to BeyondRx pursuant to Clause VI (8).
- III. Limits on Use and Disclosure Established by Terms of Contract or Law.** BUSINESS ASSOCIATE hereby agrees that it shall not use or disclose the Information provided or made available by BeyondRx for any purpose other than as permitted by this Contract or required by law. BUSINESS ASSOCIATE shall not use or disclose Information in a manner that would violate HHS Privacy Regulations.
- IV. Permitted Uses and Disclosures of Information by BUSINESS ASSOCIATE.** BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provide or made available from BeyondRx for the following stated purpose(s):

1. Providing retail and managed care prescription programs
 2. Generating member identification cards
 3. Generating reports and other documents necessary in administering retail and managed care prescription programs
1. Generating communication documents between BeyondRx and members, plan sponsors and other authorized partners

V. Use or Disclosure of Information for Management, Administration of Business, and Legal Responsibilities. BUSINESS ASSOCIATE may use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE; to carry out legal responsibilities of BUSINESS ASSOCIATE; and to provide data aggregation services relating to the health care operations of BeyondRx BUSINESS ASSOCIATE may also disclose Information provided if:

1. The law requires the disclosure; or
2. BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person; and the person promptly notifies BUSINESS ASSOCIATE of any instances of which it is aware that the confidentiality of the information has been breached.

VI. Obligations of BUSINESS ASSOCIATE.

1. **Appropriate Safeguards.** BUSINESS ASSOCIATE will use appropriate safeguards to prevent use or disclosure of Information other than as provided for by this Contract.
2. **Reporting Improper Use or Disclosure.** BUSINESS ASSOCIATE will report to BeyondRx any use or disclosure of Information not provided for by this Contract of which it becomes aware.
3. **Agents and Subcontractors.** BUSINESS ASSOCIATE shall ensure by subcontract that any agents or subcontractors, to whom it provides or makes available Information, will be bound by the same restrictions and conditions on the use of Information that apply to BUSINESS ASSOCIATE and that are contained in this Contract.
4. **Individuals' Right of Access to Information.** BUSINESS ASSOCIATE shall make available Information in accordance with Individual's right to access such information in accordance with 45 C.F.R. §164.524, including substitutions of the words "Covered Entity" with BUSINESS ASSOCIATE where appropriate.
5. **Amendments to Individuals' Information.** BUSINESS ASSOCIATE shall make Information available for amendment and incorporation of amendments to Information in accordance with 45 C.F.R. §164.526, including substitution of the words "Covered Entity" with BUSINESS ASSOCIATE where appropriate.
6. **Accounting of Disclosures.** BUSINESS ASSOCIATE shall make Information available as required to provide an accounting of disclosures made of Information in accordance with 45 C.F.R. §164.528, including substitution of the words "Covered Entity" with BUSINESS ASSOCIATE where appropriate.

7. **Access to Books and Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use or disclosure of protected health information received from, or created or received by, BUSINESS ASSOCIATE on behalf of BeyondRx, available to the Secretary for purposes of determining compliance with HHS Privacy Regulations.
8. **Return or Destruction of Information.** At termination of Contract, BUSINESS ASSOCIATE will return or destroy all protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of BeyondRx. BUSINESS ASSOCIATE shall not retain copies of such information upon termination of Contract. If returning or destroying Information at termination of Contract is not feasible, BUSINESS ASSOCIATE will extend the Information protections of this Contract and limit further uses and disclosures to those purposes that make the return or destruction of Information infeasible.

VII. Termination of Contract. BUSINESS ASSOCIATE agrees that BeyondRx may immediately terminate Contract if BeyondRx determines that BUSINESS ASSOCIATE has violated a material term of this Contract.

VIII. Additional Provisions.

1. **Applicable Law.** The law of the State of Kansas shall govern this Contract.
2. **Force Majeure.** BUSINESS ASSOCIATE shall be excused from performance of this Contract for any period BUSINESS ASSOCIATE is prevented from performing any services pursuant hereto because of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond the control of BUSINESS ASSOCIATE.
3. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties. There are no obligations or understandings that are not expressly set forth in this Contract. All notices and other communications under this Agreement shall be in writing.

IN WITNESS WHEREOF, BUSINESS ASSOCIATE and BeyondRx have agreed to the terms of the above written agreement as of the Effective Date set forth above.

BUSINESS ASSOCIATE

BeyondRx (a Wholesale Alliance TPS, LLC company)

By

By

Print Name

Print Name

Title

Title