

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“BAA”) supplements and is made a part of any written agreement or other understanding or arrangement entered into between PrudentRx LLC (“Business Associate”) and Webb County [“Health Plan”] for which Business Associate provides services pursuant to the Client Participation Agreement (“Services Agreement”) entered into between the parties.

Health Plan and Business Associate mutually agree to the terms of this Addendum to comply with the HIPAA Rules as defined below.

This Addendum is effective as of the effective date of the Services Agreement.

1. Definitions

(a) “Applicable Law” shall mean any national, state, regional and/or local laws, rules, regulations, security requirements and regulatory guidance applicable to either party’s performance under the Services Agreement, including but not limited to those applicable to the Processing of Protected Health Information.

(b) “Breach” shall have the same meaning as the term “Breach” in the HIPAA Rules, including but not limited to 45 CFR 164.402.

(c) “HIPAA Rules” shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) “Individual” shall have the same meaning as such term as defined in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g) or other applicable federal or state law.

(e) “Process” means any operation which is performed upon Protected Health Information, whether or not by automatic means, including but not limited to the access, granting access to, acquisition, collection, recording, organization, storage, alteration, retrieval, consultation, use, disclosure, combination, transfer, blocking, return or destruction of Protected Health Information. “Processed,” or “Processing” shall be construed accordingly.

(f) “Protected Health Information” or “PHI” shall have the same meaning as such term is defined in 45 CFR 160.103, but limited to information created, accessed or received for or on behalf of Health Plan, or in the course of providing services for Health Plan.

(g) “Secure” shall mean to render unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act, as updated from time to time (“Guidance”) which, in the case of electronic information, requires that it be encrypted in accordance with standards specified in such Guidance.

(h) “Security Incident” shall mean the attempted or successful access, use, disclosure, modification, transmission, or destruction of PHI that is not authorized by the Services Agreement, this Addendum or the HIPAA Rules, or the interference with information systems containing PHI.

All capitalized terms used in this Addendum and not defined elsewhere herein or in the Services Agreement shall have the same meaning as those terms are used or defined in the HIPAA Rules.

2. Obligations of Business Associate

(a) Business Associate shall not use or disclose PHI except as permitted or required by this Addendum to perform the services set forth in the Service Agreement or as Required by Law, and only in compliance with all Applicable Law.

(b) Business Associate agrees to comply with the HIPAA Rules that apply to Business Associates concerning the confidentiality, privacy, and security of PHI.

(c) Business Associate shall enter into a written agreement meeting the requirements of 45 CFR 164.504(e) and 164.314(a)(2) with any agent or Subcontractor that may have access to PHI, prior to the agent or Subcontractor obtaining such access. Any such agreement shall contain

restrictions, conditions and requirements that are at least as restrictive as those that apply to Business Associate in this Addendum.

(d) Business Associate agrees to request, use and disclose PHI in compliance with the Minimum Necessary standard of the HIPAA rule.

(e) Business Associate shall report any successful Security Incident, within the meaning of 45 CFR 164.304, of which Business Associate becomes aware within ten (10) days of such Security Incident if it is not otherwise reported to Health Plan pursuant to (f) below.

(f) Business Associate agrees to report any Breach or suspected Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR 164.400 et seq. immediately, but in no event later than within five (5) business days after it is discovered. A Breach shall be treated as discovered when any employee, director, officer, or agent of Business Associate knows or should have known of such Incident by exercising reasonable diligence. Such report shall be made by email to [REDACTED]. Business Associate shall provide the following information: (i) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (ii) the individuals affected; (iii) a description of the data elements involved; (iv) a brief description of what Business Associate is doing to investigate, to mitigate harm to individuals, and to protect against any further incidents; and (v) any other information reasonably requested by Health Plan. If such information is not available to Business Associate at the time the Breach is required to be reported to Health Plan, Business Associate shall continue to diligently investigate and provide such information to Health Plan promptly as it becomes available. Business Associate shall maintain complete records regarding the Breach for the period required by 45 CFR 164.530(j) or such longer period required by state law, and shall make such records available to Health Plan promptly upon request.

(g) Upon the Health Plan's written request, and in a reasonable time and manner, Business Associate agrees to provide to the Health Plan such PHI maintained by the Business Associate in a Designated Record Set as required for the Health Plan to respond to a request for access under 45 CFR 164.524.

(h) Upon the Health Plan's written request, and in a reasonable time and manner, Business Associate agrees to make available PHI maintained by it in a Designated Record Set, and to make amendments to such PHI, in order for Health Plan to respond to a request for amendment under 45 CFR 164.526. .

(i) Upon written request by the Health Plan, and in a reasonable time and manner, Business Associate agrees to provide to the Health Plan information collected in accordance with Paragraph I of this Section for the Health Plan to provide an accounting under 45 CFR 164.528.

(j) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services or her/his designees or other government authorities in a time and manner designated by Health Plan or such governmental authorities, for purposes of determining compliance with Applicable Law. Business Associate shall provide a copy of such books and records to Health Plan at the same time as these are provided to the Secretary or other government authorities.

(k) Business Associate shall maintain documentation of its obligations under this Addendum for a period of six (6) years following the later of (i) termination of this Addendum, or (ii) destruction or return of PHI, or such longer period as required by Applicable Law.

3. Security of Protected Health Information

(a) Business Associate agrees to use appropriate safeguards to protect against any use or disclosure of PHI not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to Electronic PHI Without limiting the foregoing, Business Associate agrees it has implemented, documented and will maintain appropriate administrative, physical, and technical safeguards to protect against and prevent the unauthorized use and disclosure of PHI, and to protect the confidentiality, integrity, and availability of Electronic PHI.

(b) Business Associate will regularly test and monitor the effectiveness of its safeguards, controls, systems and procedures, and will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality, integrity, and availability of the PHI, and ensure that these risks are addressed.

(c) Prior to allowing any Workforce members to Process any PHI, Business Associate shall provide the Workforce member with appropriate privacy and security training. Business Associate will also monitor its Workforce members for compliance with its obligations under this Addendum and the HIPAA Rules.

4. Permitted Uses and Disclosures of Protected Health Information.

(a) Subject to the limitations set forth in this Addendum, Business Associate may use and disclose PHI as necessary to provide its services as described in the Services Agreement.

(b) Business Associate may not de-identify PHI except as necessary to provide its services as described in the Services Agreement. Business Associate is prohibited from using or disclosing such de-identified information for its own purpose without the explicit written permission of Health Plan.

5. Term and Termination.

(a) The term of this Addendum shall continue for so long as the Services Agreement remains in effect, except that (i) Section 5(b) shall survive after the termination of the Services Agreement for as long as Business Associate retains any PHI; and (ii) any provision that by its nature survives termination shall so survive.

(b) Effect of Termination. Upon termination of the Services Agreement for any reason, Business Associate shall, at the election of Health Plan, either return to Health Plan or destroy all PHI in its possession or that of its Subcontractors or agents. Electronic media containing PHI will be disposed of in a manner that renders the data unrecoverable. Upon request, Business Associate will provide Health Plan with a certification by an officer of the Business Associate to certify its compliance with this provision. Business Associate and its agents and Subcontractors shall retain no copies of the PHI.

6. Miscellaneous

(a) A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended, and as of its effective date.

(b) Any ambiguity in this Addendum shall be resolved to permit compliance with the HIPAA Rules.

PRUDENTRX, LLC

WEBB COUNTY

By: _____
Name: Dipak Patel
Title: President
Date: _____

By: _____
Name: Tano Tijerina
Title: Webb County Judge
Date: _____

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