

CIMplicity® Business Associates Agreement

_____ [entity name] medical practice (“Provider”) and covered entity, (as defined in 45 CFR § 160.103) authorizes Careform, LLC (“Careform”) to act as its business associate (as defined in 45 CFR § 160.103) and to use, disclose, and receive any protected health information (as defined in 45 CFR § 160.103) (“PHI”) for the purposes described in this business associate agreement (“Agreement”).

Permitted Uses and Disclosures: Careform may use and/or disclose PHI created or received by Provider for the following purposes:

- Enroll prescribed patient(s) of Provider in the CIMplicity Program (“Patients”) and (to the extent permitted by HIPAA) disclose PHI to specialty pharmacies, insurers, or authorized third parties working on their behalf to perform the following services for Provider:
 - (i) refer Provider’s prescriptions to a specialty pharmacy and receive information on all triage/shipment/refill dates, dosage dispensed, and related matters;
 - (ii) obtain relevant health insurance benefits information for purposes of determining health insurance coverage and eligible savings for CIMZIA and CIMplicity related medical services; and
 - (iii) to provide information about CIMZIA, disease awareness and management programs, educational programs, and support services to prescribed patients.
- To assist Provider with other functions related to Provider’s treatment, payment and/or health care operations as defined by 45 CFR § 164.501 and as otherwise permitted or required by law;
- For purposes related to Careform’s proper management and administration to the extent permitted by 45 CFR § 164.502(e); and
- To de-identify PHI pursuant to the de-identification requirements of 45 CFR § 164.514(b). The parties expressly acknowledge that properly de-identified information is not PHI.

In the event Careform engages a subcontractor to assist it in the fulfillment of its obligations herein, Careform is permitted to disclose PHI to the subcontractor only if the subcontractor agrees to the same restrictions and conditions that apply to Careform with respect to such PHI. Except as otherwise limited in this Agreement, Careform is permitted to disclose data to subcontractors and third parties Careform has contracted with to perform services related to the services described in this Agreement, as well as for Careform’s proper management and administration, operational purposes, and as may be permitted or required by law.

Careform may not use or further disclose any PHI in a manner that would violate the Privacy Rule, and to the extent Careform is to carry out any Provider obligation under HIPAA, will comply with all requirements of HIPAA that apply to Provider.

Careform’s Obligations As a Business Associate: Careform shall comply with the applicable requirements set forth in 45 CFR § 164.504(e)(2)(ii)(A) through (J), 45 CFR §§ 164.524-164.528 (access, amendment, accounting), and 45 CFR § 164.314(a)(2)(i)(A) through (C) regarding business associates, and that it will implement appropriate safeguards to prevent unauthorized uses and disclosures of PHI obtained on Provider’s behalf and in accordance with the Security Rule set forth in Part 164, subpart C. Careform also agrees to report to Provider any security incident related to the services described in this Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 CFR § 164.410.

Patient Authorization: Provider agrees that it has obtained all appropriate patient authorizations and consents to enable Careform to provide services to or on behalf of Provider acting as an administrator for the CIMplicity program and the services offered thereunder.

Right to Terminate: Careform agrees that if Provider determines Careform materially breaches its obligations as stated herein, Provider may terminate its services as stated above and this Agreement. Upon termination and if feasible, all PHI must be returned to Provider or destroyed.

Survival: All of the respective rights and obligations of the parties which are intended by their terms to survive the termination of this Agreement shall survive.

Interpretation: Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with HIPAA.

	Careform, LLC
Covered Entity	Business Associate
Signature:	Signature:
Name:	Name: Lauren Hancher
Title:	Title: Sr. Director, Enterprise Quality Management
Date:	Date:
Address:	Address: 6000 Park Lane Drive
City, State, Zip:	City, State, Zip: Pittsburgh, PA 15275
Phone/Fax:	Phone: 260-782-3126

Healthcare Providers: Please fax completed forms to 1-866-949-2469 or email to support@cimplicitycares.com