

MS PMP Dispenser Submission Account Request Form

Information about Requestor

Full Name of Requestor	
Phone # of Requester	
Date of Request (mm/dd/yy)	

Information about Dispensing Facility

Facility DEA	
Store/Facility Name	
Contact Person First Name	
Contact Person Last Name	
Address Line 1	
Address Line 2 (optional)	
City	
State	
ZIP (5 or 9 digit)	
Phone	
Fax (optional)	
Email address	
NPI	
NCPDP# (Not required if NPI included)	
Desired Facility User ID	
Software Vendor or Chain Name	
Desired Submission Method	

Terms of Service Acknowledgment for Web Account (required)

I have read and agree to the MSPMP Data Collection Website Terms of Use Agreement on the remaining pages of this document.

Signature: _____ Date: _____

Important. If you selected **Automatic Switch Extract** as your **Desired Submission Method** above, you will also need to complete a **Data Usage Amendment**. This will be supplied to you separately after this **Account Request Form** is completed and returned.

Return completed form to RelayHealth via email MSPMP@relayhealth.com or
FAX 404-728-3205

Questions? Call Customer Care at 800-892-0333

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USE OF THE SERVICES. Subscriber agrees to utilize the Services in accordance with the terms and conditions of this Site, RelayHealth’s instructions and specifications, and any Recipient (as defined in Exhibit A) -imposed instructions and specifications. Subscriber shall comply with all applicable laws and regulations relating to the Services now or hereafter imposed.

SUBSCRIBER WARRANTIES. Subscriber represents and warrants that it has obtained all consents or authorizations necessary to receive the Services and to provide RelayHealth with any necessary data to enable RelayHealth to properly furnish the Services.

BUSINESS ASSOCIATE AMENDMENT. By using this Site, the parties agree to comply with the terms and conditions of the Business Associate Amendment attached hereto as Exhibit B.

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You agree to:

- Comply with all notices, instructions and rules posted on the Site; and
- Implement all Internet access and all security procedures required to use the Site at the sole expense of You.
- Take any and all applicable administrative, physical and technical safeguards to protect the security of the electronic exchange of patient information as set forth by federal regulations.

Indemnity.

You agree to indemnify and hold harmless the Company and its licensors and suppliers, and their respective directors, officers, employees, agents and contractors, from all damages, injuries, liabilities, costs, fees, fines, penalties, and expenses (including, but not limited to, legal and accounting fees) arising from or in any way related to your violation of these Terms of Use or misuse of the Site by you or any of your employees, contractors or agents.

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The Site is marketed to users located in the United States. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct, personal health

information and the content made available via the Site or the Services. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Use Of The Site Not For Resale.

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site, use of or access to the Site or any content or materials made available thereon.

Miscellaneous.

In the event any of the provisions of the Terms of Use are held unenforceable or invalid by a court of competent jurisdiction, such provisions shall be deemed severed from the applicable agreement, and the remaining provisions thereof shall remain in full force and effect. Failure of any party to enforce, in any one or more instances, any of the provisions herein shall not be construed as a waiver of the future performance of any such terms or conditions. No consent to a breach of any express or implied term of the Terms of Use or any other notice, directive, or rule otherwise posted on the Site shall constitute a consent to any prior or subsequent breach. These Terms of Use will be governed by the laws of the State of Georgia, United States of America.

Exhibit A

Data Delivery Services

1. Service Description. Subscriber hereby authorizes and directs RelayHealth, for and on behalf of Subscriber, to release information (including individually identifiable health information) contained in records received from, or created or received by RelayHealth on behalf of, Subscriber (“Subscriber Information”) to the recipients identified below, in the manner described below, and for purposes set forth below. Subscriber acknowledges the Subscriber Information will be delivered to the Recipient(s) via secure FTP, VPN or other delivery methodology as agreed between RelayHealth and the each Recipient. Except as specified in this Exhibit A, RelayHealth acknowledges this authorization does not authorize the sale or delivery of Subscriber Information to pharmaceutical manufacturers or payers.

2. Recipient: The Mississippi Board of Pharmacy, its authorized agents and contractors (collectively, “MSBOP”).

3. Description of Subscriber Information: Dispensing data for prescriptions for controlled pharmaceutical substances (Schedule II-V) dispensed by Subscriber, plus other controlled drugs specified by the state, such as Soma (carisoprodol), tramadol, and butalbital.

4. Format of Subscriber Information:
ASAP 2005 data elements

5. Permitted Use: To assist the MSBOP to track controlled substances dispensing information in compliance with applicable Mississippi legislation and regulations, including Mississippi State Statutes 73-21-127, 73-21-97 and 73-21-103.

6. Charges: None

Exhibit B

Business Associate Amendment

If Subscriber is a Covered Entity subject to the Health Insurance Portability and Accountability Act of 1996, as amended, including the federal privacy regulations (the “Privacy Rule”) and the security regulations (the “Security Rule”) promulgated pursuant to HIPAA and codified at 45 C.F.R. parts 160 and 164 (collectively, “HIPAA”), then the parties agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, capitalized terms shall have the meanings set forth in HIPAA.
2. **Disclosure or Use of Protected Health Information (“PHI”).** RelayHealth shall use and/or disclose PHI received from Subscriber or its authorized submitters only as permitted or required by this Business Associate Amendment or as Required By Law. RelayHealth shall be entitled to disclose and use PHI received from Subscriber or its authorized submitters (i) for the purpose of providing the Services or as otherwise directed or requested by Subscriber, (ii) for the proper management and administration of RelayHealth’s business, (iii) to carry out RelayHealth’s legal responsibilities, or (iv) as otherwise permitted or Required By Law. Without limiting the generality of the foregoing, RelayHealth reserves the right at its sole discretion to disclose an Individual’s PHI in response to, and in accordance with, a valid authorization executed by the Individual that meets the requirements set forth in the Privacy Rule. Subscriber authorizes RelayHealth to aggregate and/or de-identify PHI created or received by RelayHealth on behalf of Subscriber, provided that the aggregation and/or de-identification conforms to the requirements of the Privacy Rule. The resulting information may be used and disclosed by RelayHealth to the extent permitted under applicable law, for consideration or otherwise.
3. **Safeguards Against Misuse of PHI.** RelayHealth agrees that it will implement appropriate safeguards to prevent the use or disclosure of PHI received from Subscriber or its authorized submitters other than pursuant to the terms and conditions of this Business Associate Amendment.
4. **Safeguards Related to Integrity of Electronic PHI.** RelayHealth agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Subscriber.
5. **Security of Electronic PHI.** RelayHealth shall report to Subscriber any Security Incident with respect to Electronic PHI of which it becomes aware and which has compromised the protections set forth in the Security Rule. This reporting obligation does not include trivial occurrences, such as scans, “pings” or unsuccessful attempts to penetrate computer networks or servers containing PHI maintained by RelayHealth; provided that, upon Subscriber’s written request, RelayHealth will provide an aggregate report of the number of such trivial occurrences.

6. **Reporting of Disclosures of PHI.** RelayHealth shall report to Subscriber any use or disclosure of PHI in violation of this Business Associate Amendment as soon as reasonably possible after becoming aware of the disclosure.
7. **Agents and Subcontractors.** RelayHealth shall enter into an agreement with any of its subcontractors or agents that will have access to any PHI that is subject to this Business Associate Amendment, pursuant to which the agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions on the use of PHI that apply to RelayHealth pursuant to this Business Associate Amendment. In addition, RelayHealth shall enter into an agreement with any of its subcontractors or agents to whom it provides Electronic PHI, pursuant to which the agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI.
8. **Availability of Books and Records.** RelayHealth hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by RelayHealth on behalf of, the Subscriber reasonably available to the Secretary of the United States Department of Health and Human Services for purposes of determining Subscriber's compliance with the Privacy Rule and/or the Security Rule.
9. **Liability.** RelayHealth shall indemnify Subscriber for any costs or expenses incurred in connection with claims asserted against Subscriber that arise as a result of RelayHealth's gross negligence or willful misconduct in handling Subscriber's PHI.
10. **Assisting with Patients' Rights.** RelayHealth agrees to make available to Subscriber information necessary for Subscriber to make an accounting of disclosures of PHI about an Individual in accordance with 45 CFR 164.528, as amended. In addition, to the extent RelayHealth possesses PHI that constitutes a Designated Record Set, RelayHealth agrees, at Subscriber's sole cost and expense, (i) to make available PHI necessary for Subscriber to respond to Individuals' requests for access to their PHI in accordance with 45 CFR 164.524, and (ii) to make available PHI for amendment and to incorporate any amendments or corrections to the PHI in accordance with 45 CFR 164.526. Notwithstanding the preceding sentence, the parties agree that RelayHealth does not maintain, and shall have no obligation to maintain, any Designated Record Sets on Subscriber's behalf. In the event any Individual requests access to PHI in Subscriber's Designated Record Sets directly from RelayHealth, RelayHealth shall, within thirty (30) business days, forward such request to the Subscriber. Any response to such requests or denials of access to, or amendment of, Subscriber's PHI shall be the responsibility of Subscriber. Notwithstanding the above, nothing in this Section is intended to prevent RelayHealth from releasing PHI in response to an Individual's valid authorization.
11. **Subscriber Obligations.** Subscriber agrees to obtain any consent or authorization that may be required by the Privacy Rule or any other applicable law and/or regulation prior to furnishing RelayHealth with PHI. Subscriber also agrees to inform RelayHealth of any PHI that is subject to any arrangements

permitted or required of Subscriber under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by RelayHealth under this Business Associate Amendment, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 and agreed to by Subscriber. Subscriber shall not request RelayHealth to make any use or disclosure of PHI that would not be permitted under the Privacy Rule if made by Subscriber directly.

12. **No Third Party Beneficiaries.** Nothing expressed or implied in this Business Associate Amendment or the Agreement is intended to confer, nor shall it confer, upon any person any rights, remedies, obligations or liabilities other than those explicitly detailed in this Business Associate Amendment or the Agreement.
13. **Termination.** Failure of RelayHealth to comply with any of the provisions contained in this Business Associate Amendment shall be deemed a breach under the Agreement, and Subscriber shall be entitled to exercise all available rights, including termination, as provided in the Agreement. Upon termination or expiration of the Agreement, RelayHealth shall return, destroy or de-identify all PHI received from, or created or received by RelayHealth on behalf of, Subscriber that remains in RelayHealth's possession or control and shall retain no copies of that PHI, or, if the return or destruction is not feasible in RelayHealth's determination, extend the protections of this Business Associate Amendment to the retained PHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible.
14. **Effective Date.** The effective date of this Business Associate Amendment is the effective date of the Agreement, except that such terms or conditions related to Electronic PHI only shall be effective the later of the applicable Security Rule compliance date for the Subscriber or the effective date of the Agreement.