

# NV PMP Dispenser Submission Account Request Form

## Information about Requestor

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

## Information about Dispensing Facility

Facility DEA	
Store/Facility Name	
Contact Person First Name	
Contact Person Last Name	
Address Line 1	
<i>Address Line 2 (optional)</i>	
City	
State	NV
ZIP ( <i>5 or 9 digit</i> )	
Phone	
<i>Fax (optional)</i>	
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 NV PMP Data Collection Website Terms of Use Agreement on the remaining pages of this document.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return completed form to RelayHealth via email [NVPMP@relayhealth.com](mailto:NVPMP@relayhealth.com) or  
FAX 404-728-3205 Questions? Call Customer Care at 800-892-0333

## Terms of Use

This web site is provided by NDCHealth Corporation d/b/a RelayHealth and its affiliates (referred to as “we”, “us”, “RelayHealth” or “company”). By accessing the web site, uploading or viewing materials on this web site, or otherwise using this site or any related web pages (collectively referred to as “Site”) in any manner, you (“you”, “your”, “Subscriber” or “user”) agree that you have read and agree to these terms of use that are posted on the Site.

These Terms of Use may change. The Company reserves the right to update or modify these Terms of Use at any time without prior notice. Your use of this Site following any such change constitutes your agreement to be bound by the modified Terms of Use. We encourage you to review these Terms of Use prior to your use of the Site.

**ENGAGEMENT OF RELAYHEALTH.** Subject to the terms and conditions of this Site, RelayHealth will use commercially reasonable efforts to provide Subscriber with, the service(s) listed set forth in Exhibit A attached hereto (individually, a “Service” and collectively, the “Services”).

**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.

At all times, RelayHealth’s provision of the Services shall be subject to: (i) then-current applicable laws and regulations; (ii) RelayHealth’s contractual obligations to third parties including but not limited to the Recipient(s); and (iii) any action or threatened action by third parties arising from or related to the Services. If, in RelayHealth’s sole and exclusive judgment, any of the foregoing has or will have an adverse effect upon RelayHealth or the Services, RelayHealth shall have the right to terminate this Agreement, without liability, upon written notice to Subscriber.

**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 A.

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### **Use Of The Site.**

- You agree not to use the Site for any unlawful purpose or in anyway that might harm, damage, or disparage any other party.

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.

### **Disclaimers.**

THIS SITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. THE COMPANY AND ITS LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### **Limitations.**

IN NO EVENT WILL THE COMPANY OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS SITE OR ANY CONTENT OR INFORMATION ASSOCIATED THEREWITH, OR ANY OTHER LINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, OR OTHERWISE, WHETHER BASED IN TORT, CONTRACT OR OTHER LEGAL THEORY, EVEN IF THE COMPANY OR ITS LICENSORS OR SUPPLIERS IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY OR ITS LICENSORS OR SUPPLIERS BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES INCURRED BY YOU IN EXCESS OF \$100.

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From time to time, the Site may contain references or links to third-party materials (including without limitation web sites) not controlled by the Company or its suppliers or licensors. The Company provides such information and links as a convenience to you and should not be considered endorsements of such sites or any content, products or information offered on such sites. You acknowledge and agree that the Company is not responsible for any aspect of the information or content contained in any third party materials or on any third party sites accessible or linked to the Site.

### **Special Admonitions For International Use.**

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**

### **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 Nevada Board of Pharmacy, its authorized agents and contractors (collectively, “NVBOP”) and such other state programs for the monitoring of controlled pharmaceutical substances that NVBOP enters into data sharing arrangements with (“Affiliated State Programs”).
  
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:** (a) To assist the NVBOP to track controlled substances dispensing information in compliance with applicable Nevada legislation and regulations., and (b) To assist NVBOP in data sharing initiatives with Affiliated State Programs in support of state controlled substance monitoring programs to the extent permitted by applicable laws.
  
6. **Charges:** None

## Exhibit B

### BUSINESS ASSOCIATE AMENDMENT (“BAA”)

This Business Associate Amendment (“BAA”) is entered into by and between NDCHealth Corporation d/b/a RelayHelath (“RelayHealth”) and Subscriber (“Covered Entity”) and is effective as of February 17<sup>th</sup>, 2010 (the “BAA Effective Date”).

#### RECITALS

- A. Covered Entity wishes to disclose certain information to RelayHealth pursuant to the terms of such Terms of Use, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. Covered Entity and RelayHealth intend to protect the privacy and provide for the security of PHI disclosed to RelayHealth pursuant to the Terms of Use in compliance with (i) the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 (“HIPAA”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”); and (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005 (“ARRA”).
- C. The purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HITECH Act, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”), and 42 U.S.C. §§ 17931(a) and 17934(a).

#### SECTION 1: DEFINITIONS

“**Breach**” shall have the same meaning given to such term in 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

“**Designated Record Set**” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

“**Electronic Health Record**” shall have same meaning given to such term in 42 U.S.C. § 17921(5).

“**Electronic Protected Health Information**” or “**Electronic PHI**” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that RelayHealth creates, receives, maintains or transmits from or on behalf of Covered Entity.

“**Individual**” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and E.

“**Protected Health Information**” or “**PHI**” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, as applied to the information created or received by RelayHealth from or on behalf of Covered Entity.

“**Required by Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

“**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

**“Security Incident”** shall have the meaning given to such term in 45 C.F.R. § 164.304, but shall not include, (a) unsuccessful attempts to penetrate computer networks or servers maintained by RelayHealth and (b) immaterial incidents that occur on a routine basis, such as general “pinging” or “denial of service” attacks.

**“Security Rule”** shall mean the Security Standards at 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and C.

**“Unsecured PHI”** shall have the same meaning given to such term under 42 U.S.C. § 17931(h), and guidance promulgated thereunder.

Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein shall have the meanings set forth in the Privacy Rule, the Security Rule, and the HITECH Act, which definitions are incorporated in this BAA by reference.

## **SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI**

2.1 Uses and Disclosures of PHI Pursuant to the Terms of Use. Except as otherwise limited in this BAA, RelayHealth may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Terms of Use, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2.2 Permitted Uses of PHI by RelayHealth. Except as otherwise limited in this BAA, RelayHealth may use PHI for the proper management and administration of RelayHealth or to carry out the legal responsibilities of RelayHealth.

2.3 Permitted Disclosures of PHI by RelayHealth. Except as otherwise limited in this BAA, RelayHealth may disclose PHI for the proper management and administration of RelayHealth, provided that the disclosures are Required by Law, or RelayHealth obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon RelayHealth pursuant to this BAA), and that the person agrees to notify RelayHealth of any instances of which it is aware in which the confidentiality of the information has been breached. RelayHealth may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

2.4 Data Aggregation. Except as otherwise limited in this BAA, RelayHealth may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use of PHI for statistical compilations, reports, research and all other purposes allowed under applicable law.

2.5 De-identified Data. RelayHealth may create de-identified PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose.

2.6 Disclosure Pursuant to Authorization. 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 such individual that meets the requirements set forth in the Privacy Rule.

## **SECTION 3: OBLIGATIONS OF RELAYHEALTH.**

3.1 Appropriate Safeguards.

3.1.1 Privacy of PHI. RelayHealth will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Terms of Use and this BAA. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.

3.1.2. Security of PHI. RelayHealth will develop, implement, maintain, and use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, as required by the Security Rule. Commencing on February 17, 2010, RelayHealth will comply with the provisions of 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 relating to implementation of administrative, physical and technical safeguards with respect to Electronic PHI in the same manner that such provisions apply to a HIPAA covered entity. RelayHealth will also comply with any additional security requirements contained in the HITECH Act that are applicable to a business associate.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. RelayHealth will report to Covered Entity any use or disclosure of PHI not provided for by the Terms of Use of which it becomes aware. RelayHealth will report to Covered Entity any Security Incident of which it becomes aware. RelayHealth will notify Covered Entity of any Breach of Unsecured PHI as soon as practicable, and no later than 30 days after discovery of such Breach. RelayHealth's notification to Covered Entity of a Breach will include: (a) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by RelayHealth to have been, accessed, acquired or disclosed during the Breach; and (b) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 42 U.S.C. § 17932 and 45 C.F.R. § 164.404.

3.3 RelayHealth's Agents. RelayHealth will ensure that any agent or subcontractor to whom it provides PHI received from, or created or received by RelayHealth on behalf of Covered Entity, agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to RelayHealth with respect to such PHI. RelayHealth will ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information.

3.4 Access to PHI. The parties do not intend for RelayHealth to maintain any PHI in a Designated Record Set for Covered Entity. To the extent RelayHealth possesses PHI in a Designated Record Set, RelayHealth agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524 and 42 U.S.C. § 17935(e)(1), as applicable, within ten business days of RelayHealth's receipt of a written request from Covered Entity; provided, however, that RelayHealth is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to RelayHealth, or inquires about his or her right to access, RelayHealth will direct the Individual to Covered Entity.

3.5 Amendment of PHI. The parties do not intend for RelayHealth to maintain any PHI in a Designated Record Set for Covered Entity. To the extent RelayHealth possesses PHI in a Designated Record Set, RelayHealth agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within 20 business days of RelayHealth's receipt of a written request from Covered Entity. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to RelayHealth, or inquires about his or her right to amendment, RelayHealth will direct the Individual to Covered Entity.

3.6 Documentation of Disclosures. RelayHealth agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and 42 U.S.C. § 17935(c), as applicable. RelayHealth will document, at a minimum, the following information ("Disclosure Information"): (a) the date of the disclosure; (b) the name and, if known, the address of the recipient of the PHI; (c) a brief description of the PHI disclosed; (d) the purpose of the disclosure that includes an explanation of the basis for such disclosure; and (e) any additional information required under the HITECH Act and any implementing regulations.

3.7 Accounting of Disclosures. RelayHealth agrees to provide to Covered Entity, within 20 business days of RelayHealth's receipt of a written request from Covered Entity, information collected in accordance with Section 3.6 of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and 42 U.S.C. § 17935(c), as applicable.

3.8 Governmental Access to Records. RelayHealth will 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, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, RelayHealth will cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to RelayHealth of a use or disclosure of PHI not provided for in this BAA.

3.10 Minimum Necessary. RelayHealth will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 42 U.S.C. § 17935(b) and regulations promulgated thereunder.

3.11 Limitation on Marketing. RelayHealth may use and disclose PHI for marketing purposes only as expressly directed by Covered Entity, and in accordance with 42 U.S.C. § 17936(a). RelayHealth will not use or disclose PHI for fundraising purposes.

3.12 Limitation on Sale of Electronic Health Records and PHI. RelayHealth will comply with the prohibition on the sale of Electronic Health Records and PHI set forth in 42 U.S.C. § 17935(d).

3.13 HITECH Act Applicability. RelayHealth acknowledges that enactment of the HITECH Act amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, RelayHealth under the Privacy Rule and Security Rule. To the extent not referenced or incorporated herein, requirements applicable to RelayHealth under the HITECH Act are hereby incorporated by reference into this BAA. RelayHealth agrees to comply with applicable requirements imposed under the HITECH Act, as of the effective date of each such requirement.

#### **SECTION 4: OBLIGATIONS OF COVERED ENTITY**

4.1 Notice of Privacy Practices. Covered Entity will notify RelayHealth of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect RelayHealth's use or disclosure of PHI. Covered Entity will provide such notice no later than 15 days prior to the effective date of the limitation.

4.2 Notification of Changes Regarding Individual Permission. Covered Entity will notify RelayHealth of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect RelayHealth's use or disclosure of PHI. Covered Entity will provide such notice no later than 15 days prior to the effective date of the change. Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing RelayHealth with PHI.

4.3 Notification of Restrictions to Use or Disclosure of PHI. Covered Entity will notify RelayHealth of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 or 42 U.S.C. § 17935(a), to the extent that such restriction may affect RelayHealth's use or disclosure of PHI. Covered Entity will provide such notice no later than 15 days prior to the effective date of the restriction. If RelayHealth reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair RelayHealth's ability to perform its obligations under the Terms of Use or this BAA, the parties will mutually agree upon any necessary modification of RelayHealth's obligations under such agreements.

4.4 Permissible Requests by Covered Entity. Covered Entity will not request RelayHealth to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or

the HITECH Act if done by Covered Entity, except as permitted pursuant to the provisions of Sections 2.2, 2.3, 2.4, 2.5 and 2.6 of this BAA.

#### **SECTION 5: TERM AND TERMINATION**

5.1 Term. The term of this BAA will commence as of the BAA Effective Date, and will terminate when all of the PHI provided by Covered Entity to RelayHealth, or created or received by RelayHealth on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 5.3.

5.2 Termination for Cause. Upon either party's knowledge of a material breach by the other party of this BAA, such party will provide written notice to the breaching party detailing the nature of the breach and providing an opportunity to cure the breach within 30 business days. Upon the expiration of such 30 day cure period, the non-breaching party may terminate this BAA and, at its election, the Terms of Use, if cure is not possible.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Terms of Use or this BAA for any reason, RelayHealth will return or destroy all PHI received from Covered Entity, or created or received by RelayHealth on behalf of Covered Entity, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of RelayHealth.

5.3.2 If it is infeasible for RelayHealth to return or destroy the PHI upon termination of the Terms of Use or this BAA, RelayHealth will: (a) extend the protections of this BAA to such PHI; (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as RelayHealth maintains such PHI; and (c) never disclose such PHI to another RelayHealth client or third party unless such information has been de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

#### **SECTION 6: SURVIVAL**

The respective rights and obligations of RelayHealth under Section 5.3 of this BAA will survive the termination of the BAA and the Terms of Use.

#### **SECTION 7: EFFECT OF BAA**

In the event of any inconsistency between the provisions of this BAA and the Terms of Use, the provisions of the BAA will control. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HITECH Act, as amended, or their interpretation by any court or regulatory agency with authority over RelayHealth or Covered Entity, such interpretation will control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HITECH Act is amended in a manner that changes the obligations of RelayHealth or Covered Entity that are embodied in terms of this BAA, then the parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of the BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HITECH Act, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of the BAA will control.

#### **SECTION 8: GENERAL**

This BAA is governed by, and will be construed in accordance with, the laws of the State that govern the Terms of Use. Any action relating to this BAA must be commenced within one year after the date upon which the cause of action accrued. Covered Entity will not assign this BAA without the prior written consent of RelayHealth, which will not be unreasonably withheld. If any part of a provision of this BAA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA will not be affected. All notices relating to the parties' legal rights and remedies under this BAA will be provided in writing to a party, will be sent to its address set forth in the Terms of Use, or to such other address as may be designated by that party by notice to the sending party, and will reference this BAA.

This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties. Nothing in this BAA will confer any right, remedy, or obligation upon anyone other than Covered Entity and RelayHealth. This BAA is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.