



**PHARMERICA
AFFILIATED COVERED ENTITY**

**PRIVACY
POLICIES AND PROCEDURES
MANUAL**

LAST REVISED: October 28, 2019 (Address Change Update)

PHARMERICA AFFILIATED COVERED ENTITY

PREAMBLE TO PRIVACY POLICIES AND PROCEDURES MANUAL

This Privacy Policies and Procedures Manual (“HIPAA Privacy Manual”) applies to PharMerica and the entities under Common Ownership or Control of PharMerica Corporation, among which are Onco360, CareMed Specialty Pharmacy, Amerita and Chem Rx, which together form an Affiliated Covered Entity under the HIPAA Privacy Regulations (collectively referred to in this Manual as “PharMerica.”)


As a provider of comprehensive pharmacy services, PharMerica is a Covered Entity subject to compliance with the HIPAA Privacy Regulations. In providing pharmacy services, it is the policy of PharMerica to comply with applicable requirements of the HIPAA Privacy Regulations.



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| HIPAA Policy Number: #1 | Revised on January 1, 2011; May 20, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to ensure that all uses and disclosures of Protected Health Information (“PHI”) are in accordance with applicable legal requirements. This policy:


- Identifies those situations in which PharMerica can use or disclose PHI for its own Treatment, Payment or Healthcare Operations activities without obtaining an Authorization;
- Identifies those situations in which PharMerica can disclose PHI to another healthcare provider or Covered Entity for that other party’s Treatment, Payment or Healthcare Operations activities without obtaining an Authorization; and
- Describes the process for obtaining and processing requests for the use or disclosure of PHI in situations requiring an Authorization.

PROCEDURE:

1. **Uses and Disclosure of PHI for PharMerica’s Treatment, Payment and Healthcare Operations.** PharMerica may use PHI or disclose PHI without obtaining an Authorization if the use or disclosure is for the purpose of:
 - Treatment of the patient by PharMerica,
 - Payment for services provided by PharMerica, or
 - Healthcare Operations of PharMerica.
2. **Disclosures of PHI Without Obtaining an Authorization for Another Healthcare Provider or Covered Entity’s Treatment, Payment or Healthcare Operations.** PharMerica may disclose PHI without obtaining an Authorization to other healthcare providers and other Covered Entities for their Treatment, Payment and Healthcare Operations purposes as follows:
 - a. **Treatment.** PharMerica may disclose PHI to another healthcare provider for the other healthcare provider’s Treatment activities. Disclosures of PHI in this category are not subject to the Minimum Necessary Standard.
 - b. **Payment.** PharMerica may disclose PHI to another Covered Entity or a healthcare provider for Payment activities of the entity that receives the PHI. Disclosures of PHI in this category are subject to the Minimum Necessary standard.
 - c. **Healthcare Operations.** PharMerica may disclose PHI to another Covered Entity for that Covered Entity’s Healthcare Operations activities if:

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- Both PharMerica and the other Covered Entity have or had a relationship with the patient who is the subject of the PHI being requested and the PHI pertains to the relationship,
 - The disclosure is for one of the activities listed in subparagraphs (a) or (b) in the definition of Healthcare Operations set forth in the Glossary or is for the purpose of healthcare fraud and abuse detection or compliance, and
 - PharMerica discloses PHI in accordance with the requirements of the Minimum Necessary standard.
3. **When is Authorization Required?** PharMerica must obtain a patient’s Authorization before using or disclosing the patient’s PHI if (a) the use or disclosure of PHI is for purposes other than Treatment, Payment or Healthcare Operations as described above in this Policy, and (b) the use or disclosure is not otherwise permitted by the Privacy Regulations to be made without obtaining a patient’s Authorization.
4. **Obtaining Authorizations.**
- a) If an Authorization is required before PHI may be used or disclosed, PharMerica shall request that the patient whose PHI is to be used or disclosed complete and sign an Authorization in the form of *Form #1A, Authorization for Release of Protected Health Information*. If PharMerica receives an Authorization in a format other than *Form #1A*, PharMerica shall verify that the Authorization submitted contains all of the information included in *Form #1A*.
 - b) If the purpose of the use or disclosure of PHI is Marketing or sale of PHI, *Form #1B, Authorization for Release of Protected Health Information for Marketing/Sale of PHI* shall be used. If the Marketing involves financial remuneration to PharMerica from a third party, the Authorization must state that such remuneration is involved. The Authorization for purposes of sale of PHI must state that the disclosure of PHI will result in remuneration to PharMerica.
 - c) The completed Authorization form may be submitted to PharMerica in person or by mail.
 - d) If PharMerica receives an Authorization signed by any person other than the patient whose PHI is to be used or disclosed, PharMerica shall ensure that the Authorization is accompanied by documentation indicating that the person signing the Authorization is the Personal Representative of the patient.

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5. **Processing Authorizations.** Upon receipt of a completed and signed Authorization, Privacy Office or designee will review the Authorization and determine whether the Authorization is valid. An Authorization is invalid if:
 - a. The Authorization does not contain all of the information required on Form #1A or 1B, as applicable;
 - b. The Authorization is signed by any person other than the patient whose PHI is to be used or disclosed, but does not include any documentation indicating that such person is the patient’s Personal Representative;
 - c. The expiration date of the Authorization has passed or the specified expiration event is known to PharMerica to have occurred;
 - d. The Authorization is improperly combined with another Authorization or other document;
 - e. The Authorization improperly conditions Treatment, Payment, enrollment in the health plan or eligibility for benefits on the patient signing the Authorization;
 - f. The Authorization is known to PharMerica to have been previously revoked by the patient; or
 - g. Any material information in the Authorization is known by PharMerica to be false.

6. **Responding to Authorizations.** If the Authorization is determined to be valid, the Privacy Officer or designee shall: (a) arrange for disclosure of the PHI pursuant to the Authorization, (b) retain a copy of the Authorization in the patient’s record, and (c) if the Authorization was initiated by PharMerica, provide the patient with a copy of the completed Authorization. If the Authorization is invalid, the Privacy Officer or designee shall inform the individual requesting the PHI that the Authorization does not meet the requirements of the Privacy Regulations and that the PHI cannot be disclosed pursuant to an invalid Authorization. No PHI shall be disclosed until a valid Authorization is provided to PharMerica.

7. **Revocation of Authorizations.** A patient may revoke an Authorization at any time provided that the revocation request is submitted to PharMerica in writing. A request to revoke an Authorization must be immediately forwarded to the Privacy Officer or designee for processing. The revocation will be effective upon receipt by the Privacy Officer or designee except to the extent that action has been taken in reliance on the Authorization. Once the Authorization has been revoked, no PHI shall be further disclosed pursuant to such Authorization. PharMerica shall inform appropriate


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PharMerica personnel and PharMerica’s Business Associates involved in the use and disclosure of the patient’s PHI regarding the revocation.

8. **Combining Authorizations.** An Authorization may not be combined with other document to create a compound authorization except that an Authorization for the use or disclosure of PHI for a research study may be combined with any other type of written permission for the same or another research study, including another authorization for the same research study, an authorization for the creation or maintenance of a research database or repository or with consent to participate in the research. If provision of research-related treatment is conditioned on the provision of an authorizations, as described below in this Policy, any such compound authorization must clearly differentiate between the conditioned and unconditioned components and provide the individual with an opportunity to opt in to the research activities described in the unconditioned authorization.

9. **Prohibition on Conditioning of Authorizations.** PharMerica may not condition the provision to a patient of Treatment, Payment, enrollment in the health plan or eligibility for benefits on the patient signing an Authorization except that (a) PharMerica may condition the provision of health care that is solely for the purpose of creating PHI for disclosure to a third party on the patient’s provision of an Authorization for disclosure of PHI to such third party, and (b) PharMerica may condition the provision of Research-related treatment on the patient signing an Authorization for the use and disclosure of PHI for such Research. If PharMerica conditioned the provision of Research-related treatment on the patient signing an Authorization for the use and disclosure of PHI for Research, any compound authorization described in Section 8 above must clearly differentiate between the unconditioned and conditioned components and provide the patient with an opportunity to opt in to the research activities described in the unconditioned authorization.

10. **Documentation.** Authorizations shall be maintained for at least six (6) years from the last date on which the Authorization was effective. Requests to revoke an Authorization shall be maintained for at least six (6) years from the date of the request.

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| HIPAA Policy Title: Authorization for Release of Protected Health Information |  |
| HIPAA Form Number: #1(A) | Revised on: January 1, 2011; May 20, 2011, August 30, 2013, December 1, 2018; October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity ("PharMerica") | |

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION ("PHI")

PharMerica
805 N. Whittington Pkwy
Suite 400
Louisville, KY 40222
Attn: Privacy Officer

Patient's Identification:

Name: _____ **Date of Birth:** _____

Description of PHI To Be Disclosed: _____

Sensitive Information: If my pharmacy or billing records contain information about drug and/or alcohol abuse, mental health/psychiatric care, sexually transmitted diseases, Hepatitis testing and/or treatment, HIV/AIDS testing and/or treatment and/or other sensitive information, I agree to its release. ***Check if you do not agree to release this sensitive information:*** **Do Not Agree**

Date(s) of Service of PHI: All dates of service unless otherwise specified here: _____

Purpose of Disclosure: _____

Entity/Individual Authorized to Disclose PHI: PharMerica

Person/Entity Authorized to Receive PHI: _____

Revocation of Authorization: I understand that I have the right to revoke this Authorization at any time by submitting a notice in writing to Privacy Officer of PharMerica at the address stated above and that the revocation will be effective except to the extent that action has already been taken in reliance on this Authorization.


Expiration Date or Event: This Authorization will expire 12 months from the date of signature below unless otherwise specified here: _____

Re-Disclosure: I understand that the information disclosed by this Authorization may be subject to re-disclosure by the recipient and no longer protected by Federal or state privacy requirements unless otherwise prohibited by law.

Signature of Patient or Personal Representative Who May Request Disclosure: I understand that my treatment, payment, enrollment or eligibility for benefits may not be conditioned on signing the Authorization. **I hereby authorize PharMerica to disclose my protected health information as specified above.**

Signature of Patient or Personal Representative _____
Date

If this Authorization is signed by the patient's personal representative, describe such representative's authority to act on behalf of the patient and include supporting documentation:

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| HIPAA Policy Title: Authorization for Release of Protected Health Information for Marketing or Sale of PHI |  |
| HIPAA Form Number: #1(B) | Revised on: January 1, 2011; May 20, 2011, August 30, 2013, December 1, 2018; October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION (“PHI”) FOR MARKETING OR SALE OF PHI

PharMerica
805 N. Whittington Pkwy
Suite 400
Louisville, KY 40222
Attn: Privacy Officer

For PharMerica To Complete if Applicable:

Marketing: This box is checked if PharMerica is requesting your authorization to use or disclose your PHI for marketing and is receiving compensation from a third party for use or disclosure of your PHI.

Sale of PHI: This box is checked if PharMerica is requesting your authorization to sell your PHI and is receiving compensation from a third party for the sale of your PHI.

Patient’s Identification:

Name: _____

Date of Birth: _____

Description of PHI To Be Disclosed: _____

Sensitive Information: If my pharmacy or billing records contain information about drug and/or alcohol abuse, mental health/psychiatric care, sexually transmitted diseases, Hepatitis testing and/or treatment, HIV/AIDS testing and/or treatment and/or other sensitive information, I agree to its release. ***Check if you do not agree to release this sensitive information:*** **Do Not Agree**

Date(s) of Service of PHI: All dates of service unless otherwise specified here _____

Purpose of Disclosure: _____


Entity/Individual Authorized to Disclose PHI: PharMerica

Person/Entity Authorized to Receive PHI: _____

Revocation of Authorization: I understand that I have the right to revoke this Authorization at any time by submitting a notice in writing to Privacy Officer of PharMerica at the address stated above and that the revocation will be effective except to the extent that action has already been taken in reliance on this Authorization.

Expiration Date or Event: This Authorization will expire 12 months from the date of signature below unless otherwise specified here: _____

Re-Disclosure: I understand that the information disclosed by this Authorization may be subject to re-disclosure by the recipient and no longer protected by Federal or state privacy requirements unless otherwise prohibited by law.


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Signature of Patient or Personal Representative Who May Request Disclosure: I understand that my treatment, payment, enrollment or eligibility for benefits may not be conditioned on signing the Authorization. **I hereby authorize PharMerica to disclose my protected health information as specified above.**

 Signature of Patient or Personal Representative

 Date


If this Authorization is signed by the patient’s personal representative, describe such representative’s authority to act on behalf of the patient and include supporting documentation:

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| HIPAA Policy Title: Safeguards to Protect the Privacy of Protected Health Information |  |
| HIPAA Policy Number: #2 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to take reasonable steps to implement appropriate administrative, technical and physical safeguards to protect the privacy of Protected Health Information (“PHI”) in accordance with applicable legal requirements. The purpose of this policy is to identify the specific safeguards implemented at PharMerica to protect the privacy of patients’ PHI.

PROCEDURE:

1. **Implementation of Safeguards.** PharMerica shall implement and utilize reasonable administrative, technical and physical safeguards to protect privacy and prevent unauthorized and unintentional use or disclosure of PHI. The PHI to be safeguarded may be in any medium, including paper, electronic, oral and visual representations of PHI. PharMerica shall reasonably safeguard PHI to limit incidental uses or disclosures of PHI made pursuant to an otherwise permitted or required use or disclosure of PHI.
2. **Paper Records.** PharMerica shall take reasonable steps to safeguard PHI contained in paper records. With respect to such PHI, PharMerica shall implement the following safeguards:
 - a. Access to areas where paper records containing PHI are stored shall be restricted and access shall be limited to authorized personnel.
 - b. Paper records containing PHI shall not be left in plain sight on desks outside the time a Workforce member is not working on such documents.
 - c. When corresponding with patients by mail, correspondence containing PHI shall be sent in sealed envelopes.
 - d. When sending medications to patients by mail, appropriate procedures for verifying that correct medication is being sent to a correct patient shall be followed.
 - e. Printers and copiers shall be located in areas not accessible to unauthorized personnel.
 - f. When providing documents with PHI to a patient, check to ensure that correct documents are being provided to the correct patient (e.g., pharmacy inserts).
 - g. And any paper records with PHI shall be promptly picked up from mailboxes, fax machines, printers and copiers and not left unattended.
 - h. All paper documents containing PHI shall be shredded prior to disposal to render PHI unreadable and indecipherable.
 - A. Paper records shall be disposed only to containers designated for documents containing PHI and marked to indicate that the documents are to be shredded prior to disposal.
 - B. PharMerica Workforce members and contractors providing cleaning services shall be trained on correct process for disposal of paper documents containing

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PHI and shall be instructed not to dispose unshredded paper documents containing PHI in any publicly accessible recycling or trash containers.

C. Medication containers, IV bags and any other materials containing PHI shall not be disposed in any publicly accessible recycling or trash containers unless the PHI has been removed from those materials and shredded prior to disposal.

D. A business associate agreement consistent with PharMerica policy on business associates shall be entered into with any vendor providing shredding services to PharMerica with respect to documents containing PHI.

3. Oral Communication. PharMerica shall take reasonable steps to protect the privacy of all oral exchanges or discussions of PHI, regardless of where they occur. With respect to PHI communicated orally, PharMerica shall implement the following safeguards:


- a. Workforce members shall not to discuss patient information in elevators, hallways or any other public areas, including talking on the phone where others may overhear.
- b. Only minimal amount of PHI may be left in voicemails and no sensitive PHI shall be left in voicemail boxes or answering machines.
- c. When discussing PHI, efforts shall be made to minimize risk of being overheard by non-authorized individuals (e.g., use lower voice, hold a conversation in an enclosed area with the doors closed, etc.).

4. Visual Representations. PharMerica shall take reasonable steps to shield observable PHI from unauthorized disclosure. With respect to PHI represented visually, but not on paper (e.g., computer screens), PharMerica shall implement the following safeguards:


- a. To the extent possible, computer screens shall be positioned so that the screens are not visible to passers-by.
- b. If PHI is frequently displayed on the computer screen, a “privacy screen” to protect the display shall be installed, if feasible.
- c. Computer screen savers shall be set for quick intervals.
- d. Workforce members shall sign off the computer when away from the computer and not leave computers unattended when signed on.

5. Electronic Communication. PharMerica shall take reasonable steps to prevent the unauthorized use or disclosure of electronic information containing PHI. With respect to PHI that is communicated or stored electronically (e.g., computer hard drives, e-mail, facsimile), PharMerica shall implement the following safeguards:

- Facsimile:**

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- a. A confidential fax coversheet shall be used to provide extra protection for PHI and the cover sheet shall have appropriate cautionary language regarding the sensitivity of the information being sent by fax.
 - b. Fax coversheets shall contain the names and contact information of both the sender and the intended recipient.
 - c. Intended recipient shall be notified that information containing PHI is being delivered via fax and PHI shall not be faxed unless the recipient confirms that providing PHI via fax is acceptable to the recipient.
 - d. Intended recipient and correct fax number shall be verified prior to sending the fax.
 - e. Pre-programmed fax numbers shall be validated periodically and regular fax recipients shall be reminded to provide notification in the event their incoming fax number changes.
 - f. Fax machines shall be located in areas not accessible to unauthorized personnel.
 - g. Documents containing PHI shall be promptly picked up from fax machines.
 - h. If a fax is transmitted to the wrong recipient in error, contact the wrong recipient immediately and ask that the materials be returned or destroyed, and notify the HIPAA Privacy Officer of the incident, who will take additional actions as appropriate.
- E-Mail:**
- a. Written consent of patients shall be obtained prior to communicating with them via e-mail or e-mail should be used only upon patient’s request.
 - b. E-mail communications shall include a warning regarding the confidentiality of the information contained in the e-mail and the fact that the communication is to be read only by its intended recipient.
 - c. E-mail communications containing PHI shall be only via secure encrypted e-mail, unless a patient requests access to PHI via e-mail and requests that PHI be transmitted to the patient via unsecure e-mail after being warned of the risks to PHI due to such transmission.
 - d. Large files shall be sent securely to both internal and external addresses via Secure File Transfer.
 - e. Correct e-mail address shall always be double-checked before sending an e-mail message to ensure the correct recipient of the e-mail.
 - f. If an e-mail must be sent to a distribution list, Workforce member sending the e-mail shall verify the names on the list and confirm that each recipient has a need to receive the e-mail.

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- g. E-mail communications shall be managed and archived consistent with applicable PharMerica procedures.
- h. Workforce members shall be vigilant of suspicious e-mails, shall not click on links or open documents from unknown senders, shall not provide their user ids or passwords in response to such e-mails and shall direct any questions regarding such e-mails to IT Helpdesk.
- i. If an e-mail containing PHI is sent to the wrong addressee, the Workforce member shall report the error immediately to the supervisor and Privacy Officer, who will provide guidance on additional actions as appropriate.

Passwords

- a. Workforce members shall have unique user ids and passwords to access information systems containing PHI.
- b. Workforce members shall choose passwords which are complex and which cannot be easily guessed (e.g., a unique password which makes sense to the workforce member but not to anyone else), consistent with the requirements of PharMerica’s policies.
- c. Workforce members shall keep their user ids and passwords confidential and not share such information with anyone.
- d. Workforce members are prohibited from posting their user ids and passwords at or near their computers.
- e. Passwords shall periodically expire per PharMerica’s policies.
- f. Passwords to all PharMerica computer systems shall be deactivated immediately in the event a user is no longer employed or contracted with PharMerica so that persons no longer affiliated with PharMerica cannot access PharMerica’s network and computer systems.
- g. If a Workforce member suspects that his or her password has been compromised or misused, the Workforce member shall immediately change the password and report the incident to the supervisor and the HIPAA Security Officer.

Mobile Devices


- a. Mobile devices which may maintain, access or transmit PHI shall be encrypted. Encryption shall comply with National Institute of Standards and Technology standards for rendering electronic PHI secured.
- b. Workforce member may use personally owned mobile devices only consistent with the requirements of PharMerica’s policy on use of personally owned devices and provided such devices are encrypted via Mobile Iron or InTune and as otherwise may be required by PharMerica’s information security policies.

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- c. Remote wiping capability shall be implemented on all mobile electronic devices issued by PharMerica to Workforce members and all mobile electronic devices personally owned by Workforce members and used for PharMerica’s business.
- d. Workforce members are prohibited from connecting personally owned electronic equipment to PharMerica’s information system.
- e. Workforce members shall immediately report to the Security Officer and to the police a loss or theft of any mobile electronic device the Workforce member used to access PharMerica’s information system. Upon receiving such report, the Security Officer shall initiate immediate remote wiping of all data, including PHI, on that device, if technologically feasible.


Other EPHI Safeguards:

- a. PHI shall be removed from training and presentation materials, including “screen shots” that display any patient information.
- b. Workforce members shall not disable or otherwise interfere with the virus protection installed in the workstations.
- c. If in the course of PharMerica’s operations, electronic PHI needs to be sent via a CD or jumpdrive, such CD/jumpdrive shall be encrypted (unless otherwise requested by a patient when requesting access to PHI).
- d. Workforce members shall lock computers when stepping away from their computers and shall log off the computers at the end of the workday.
- e. PharMerica shall maintain documentation on how all systems are backed up, where backups are stored, and who has access.
- f. All vendors/contractors who have access to PharMerica’s computer system shall sign written business associate agreements requiring that confidentiality of PHI be maintained.
- g. If computers, servers, hard drives, solid-state drives, flash drives, tablets, smart phones, copiers, hardware or any other electronic devices containing PHI are removed from service and sold, donated or otherwise disposed of, the devices will be cleared, purged or destroyed so that the PHI is destroyed and cannot be recreated consistent with DHHS issued guidance and National Institute of Standards and Technology standards prior to any such disposal.
- h. If an outside vendor is engaged to assist with the asset disposition process, a business associate agreement shall be entered into with the vendor.
- i. Workforce members shall not use personal e-mail (e.g., gmail, yahoo) to conduct PharMerica business and shall not e-mail any PHI to personal e-mail, text any PHI to personal cell phones, send any PHI via fax to any personal fax numbers (e.g., home


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| HIPAA Policy Title: Safeguards to Protect the Privacy of Protected Health Information |  |
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| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

fax number), or save, download or otherwise transfer any PHI on any personal computer, i-pad or other electronic device.

- j. If a Workforce member needs to send PHI to an outside party and sending such PHI via a secure e-mail is not practicable (e.g., due to large volume of documents), such PHI shall be sent via an upload to a secure document sharing site in coordination with the IT department, if feasible. If sending PHI via such methods is not feasible, PHI may only be sent via a personal delivery by courier or overnight delivery services with required recipient signature upon delivery (e.g., FedEx), and any electronic PHI sent via such method shall be via an encrypted disk or encrypted jump drive.
 - k. Practice safe browsing habits.
 - l. All other safeguards with respect to electronic PHI set forth in security policies shall be followed.
- 6. Physical Security.** PharMerica shall take reasonable steps to provide for physical security of any documents and assets containing PHI.
- a. Access to PharMerica facilities shall be physically restricted by requiring a scan of the issued security badge for entry.
 - b. Access to PharMerica facilities shall be limited to PharMerica Workforce members, authorized contractors and authorized visitors.
 - c. PharMerica will issue security badges to provide electronic access only to Workforce members duly authorized by the Vice President Human Resources or designee.
 - d. Workforce members issued a security badge shall be authorized to access only the assigned areas.
 - e. Workforce members shall safeguard access badges and any keys (for the pharmacy locations that utilize a combination of the badge and key access) and shall not share them with or borrow them to others.
 - f. All Workforce members and visitors must have their security badges visible at all times and pictures are required to be on all security badges.
 - g. No Workforce member is permitted to badge in other Workforce members. Each person will be required to scan their own security badge, even if someone is holding the door. In the event a Workforce member does not have a badge to enter PharMerica’s facility in his or her possession, the Workforce member shall be subject to sign in process applicable to visitors.
 - h. If a security badge is lost, Workforce Member shall promptly contact the Facility Manager so a new security badge can be issued and the old security badge can be deactivated.

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- i. Keys shall be returned and badges immediately deactivated upon Workforce member’s termination. If access to any area is restricted via an access code type of lock, the access combination shall be immediately changed upon employee terminations.]
 - j. All visitors shall be required to sign in at the front office, given a visitor security badge which shall be worn by the visitor and be visible and shall be escorted by a Workforce member at all times while on PharMerica’s premises. The badge shall be returned by the visitor at the conclusion of the visit.
 - k. If practicable, security cameras shall be used to monitor access to PharMerica premises.
7. **Restriction on Removal of PHI From PharMerica’s Premises.** Workforce members shall not remove any documents containing PHI in any form outside of PharMerica premises unless required to perform their job responsibilities for PharMerica. If removal of PHI from PharMerica’s premises is required to perform job responsibilities for PharMerica:
- a. Electronic PHI shall be only on PharMerica issued devices and PHI shall be maintained in such devices in encrypted form consistent with the with National Institute of Standards and Technology standards for rendering PHI secured,
 - b. Any PHI shall be limited to the minimum necessary amount to perform the work needed, appropriately at all times safeguarded while off PharMerica’s premises and returned to PharMerica premises as soon as practicable;
 - c. The documents and devices containing PHI shall be at all times safeguarded by the workforce member (e.g., do not check in as baggage when travelling, do not leave unattended in a car, do not leave unsecured at home, hotel or other location).
8. **Additional Safeguards.** In addition to the safeguards described above, PharMerica may adopt additional reasonable administrative, technical and physical safeguards to protect the PHI as may be appropriate from time to time for the pharmacy and other PharMerica operations. All requirements of PharMerica other policies shall be followed.
9. **Compliance Monitoring.** The Privacy Officer or designee shall conduct periodic monitoring to ensure that PharMerica workforce continuously follows the requirements of this Policy to safeguard PHI from improper use or disclosure. The monitoring shall be conducted with a frequency and in a manner as determined appropriate by Privacy Officer (e.g., via periodic announced or unannounced on-site audits and inspections of individual pharmacies).

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| HIPAA Policy Title: Disclosure of Protected Health Information in Legal Proceedings |  |
| HIPAA Policy Number: #3 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to assure that any disclosure of Protected Health Information (“PHI”) in the course of legal proceedings is done in accordance with applicable legal requirements. The purpose of this policy is to provide guidance concerning disclosures of PHI in the course of legal proceedings.

PROCEDURE:

1. **Disclosure of PHI Pursuant to a Court Order.** PharMerica may disclose PHI in the course of any judicial or administrative proceeding, without obtaining an Authorization from the patient who is subject of the PHI, pursuant to a court or administrative order, provided that PharMerica discloses only the PHI expressly authorized by the order.
2. **Disclosure of PHI Without a Court Order.** In the course of a legal proceeding and in the absence of a court order, PharMerica may disclose PHI as described below.
 - a. PharMerica may disclose PHI if the patient who is subject of the PHI completes an Authorization to release the PHI which complies with the requirements of HIPAA Privacy Regulations, as described in *Policy #1; Authorization for Release of Protected Health Information*; or
 - b. PharMerica may disclose PHI in response to a subpoena, discovery request, or other lawful process if one of the following conditions is satisfied:
 - A. PharMerica receives from the requestor of PHI a written statement with accompanying documentation showing that:
 - The requestor of PHI has made a good faith effort to provide written notice to the patient that disclosure of the patient’s PHI is being sought,
 - The written notice contained sufficient information about the litigation or proceeding for which the PHI is requested to permit the patient to raise an objection to the court or administrative tribunal, and
 - The time for the patient’s objections has lapsed and no objections were filed, or all objections filed by the patient have been resolved by the court or administrative tribunal, and the disclosure sought is consistent with such resolutions.
 - B. PharMerica receives from the requestor of PHI a written statement with accompanying documentation showing that a qualified protective order has been issued by the court or administrative tribunal with jurisdiction over the dispute prohibiting the parties to the dispute from using or disclosing PHI for any purpose

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other than the proceeding for which the PHI is requested and requiring the return to the Provider or destruction of all PHI (including all copies) at the end of the proceeding, or

- PharMerica makes reasonable efforts to provide sufficient notice to the patient comparable to the notice described above or to seek a qualified protective order as described above.


- c. If a subpoena, discovery request, or other lawful process not accompanied by a court or administrative order does not comply with the requirements of this Policy, the Privacy Officer or a designee shall inform the requestor of PHI that PharMerica will not disclose PHI until the request for PHI complies with such requirements.

3. **Special Considerations.**

- a. **Privilege Issues.** Any disclosures of PHI permitted under this policy without an Authorization may be made only after PharMerica determines that such disclosure would not violate the pharmacist-patient privilege under applicable state law (or physician-patient privilege, if under state law such privilege is extended to the prescription records) either because the disclosure is required by law or because the privilege has been waived by the patient.
- b. **Sensitive Information.** State laws may have specific requirements and prohibitions with respect to the disclosure of sensitive information, such as HIV, mental health and genetic information. The Privacy Regulations do not change PharMerica’s existing obligation to comply with these requirements.
- c. **State Law Considerations.** State laws may impose special requirements related to disclosure of PHI in legal proceedings. Prior to disclosing PHI, PharMerica personnel shall confirm that the disclosure is permitted by applicable state law.

- 4. **Tracking Disclosures.** For purposes of responding to patient requests for accountings of disclosures of PHI, PharMerica shall track all disclosures of PHI covered by this Policy other than disclosures made pursuant to a patient’s Authorization to release PHI.

- 5. **Documentation.** All documentation related to disclosures of PHI covered by this Policy shall be maintained in the patient’s record for at least six (6) years from the date the document was created.


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| <p>HIPAA Policy Title: Use and Disclosure of Protected Health Information in Special Circumstances</p> |  |
| <p>HIPAA Policy Number: #4</p> | <p>Revised on: January 1, 2011, August 30, 2013, December 1, 2018</p> |
| <p>Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”)</p> | |

POLICY: It is the policy of PharMerica to assure that any use or disclosure of Protected Health Information (“PHI”) without an Authorization be in accordance with applicable legal requirements. The purpose of this policy is to provide guidance concerning the following special circumstances in which PharMerica can use and disclose a patient’s PHI without obtaining an Authorization:

- a. Public Health Activities
- b. Health Oversight Activities
- c. Law Enforcement Purposes
- d. Victims of Abuse, Neglect, or Domestic Violence
- e. Avert Serious Health or Safety Threat
- f. Certain Military Activities
- g. Required by Law
- h. Workers’ Compensation
- i. Decedents
- j. Cadaveric Organ, Eye, or Tissue Donation
- k. National Security and Intelligence
- l. Protective Services for the President and Others
- m. Correctional Institutions

PROCEDURE:


1. **Uses and Disclosures of PHI Not Requiring Authorization.** PharMerica may use and disclose a patient’s PHI without obtaining an Authorization in the situations identified below, provided that PharMerica follows the procedures outlined in this Policy.
 - a. **Use and Disclosure of PHI for Public Health Activities.** PharMerica may use and disclose PHI for public health activities as follows:
 - i. To a public health authority to prevent or control disease, injury, or disability;
 - ii. To a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect;
 - iii. To persons subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA regulated product or activity for which that person has responsibility for the purpose of activities related to the quality, safety or effectiveness of an FDA-regulated product or activity, including disclosures for the purpose of:
 - A. Collecting or reporting adverse events (or similar activities with respect to food or dietary supplements), product defects and problems (including problems with the use or labeling of a product), or biological product deviations,

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- B. Tracking FDA-regulated products,
- C. Enabling product recalls, repairs, replacement or lookbacks (identification of blood and blood products bearing increased risk of transmitting blood-borne diseases), including locating and notifying recipients of such products, or
- D. Conducting post-marketing surveillance;
- iv. To a person who may have been exposed to or is at risk of spreading or contracting a communicable disease if PharMerica or the public health authority is authorized by law to notify such person, as necessary in the conduct of a public intervention or investigation.
- v. To a school about a patient who is a student or prospective student of the school if: (a) the PHI that is disclosed is limited to proof of immunization, (b) the school is required by State or other law to have such proof of immunization prior to admitting the patient, and (c) PharMerica obtains and documents the agreement to the disclosure from either: (i) parent, guardian or other person acting in loco parentis of the patient, if the patient is an unemancipated minor, or (ii) the patient, if the patient is an adult or emancipated minor.

b. Disclosure of PHI for Health Oversight Activities.

- i. Subject to the exceptions listed in Paragraph 1(b)(ii) below, PharMerica may disclose PHI to a health oversight agency for activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions, or other activities necessary for the appropriate oversight of:
 - A. The healthcare system,
 - B. Government benefit programs for which health information is relevant to beneficiary eligibility, or
 - C. Entities subject to government regulatory programs or civil rights laws for which health information is necessary for determining compliance.
- ii. PharMerica may not disclose PHI to a health oversight agency if the patient is the subject of the investigation or other activity unless the investigation or other activity directly relates to:
 - A. The receipt of healthcare,
 - B. A claim for public benefits related to health (or a claim for public benefits not related to health which is being jointly investigated with a health oversight activity), or

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C. Qualification for, or receipt of, public benefits or services, when the patient’s health is integral to the claim for public benefits or services.

c. Disclosure of PHI for Law Enforcement Purposes. PharMerica may disclose PHI to a law enforcement official if the requirements enumerated below are met.


i. Disclosure Pursuant to Law. PharMerica may disclose PHI to a law enforcement official as required by law (provided that disclosures about victims of abuse, neglect, or domestic violence shall be made in accordance with Paragraph 1(d) below.)

ii. Disclosure Pursuant to Process. PharMerica may disclose PHI to a law enforcement official in compliance with and as limited by the relevant requirements of:

- A. A court order or court-ordered warrant,
- B. A subpoena or summons issued by a judicial officer,
- C. A grand jury subpoena, or
- D. An administrative request, an administrative subpoena or summons, a civil or an authorized investigative demand, or similar process authorized by law, provided that:
 - The PHI sought is relevant and material to the law enforcement inquiry,
 - The request is limited to the PHI necessary in light of the purpose for which the PHI is sought, and
 - De-identified Information could not reasonably be used instead of PHI.


iii. Disclosure for Identification and Location Purposes. PharMerica may disclose PHI in response to a law enforcement official’s request for PHI for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person, provided that:

- A. PharMerica may disclose only the following PHI:
 - Name and address,
 - Date and place of birth,
 - Social security number,
 - ABO blood type and Rh factor,
 - Type of injury,
 - Date and time of treatment,

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- Date and time of death, if applicable, and
 - Description of distinguishing physical characteristics, including height, weight, gender, race, hair and eye color, presence or absence of facial hair (beard or moustache), scars, and tattoos.
 - B. Except for ABO blood type and Rh factor, it is not permissible to disclose any PHI related to the patient’s DNA or DNA analysis, dental records, or typing, samples or analysis of body fluids or tissues.
- iv. Disclosure about Victims of Crimes. PharMerica may disclose PHI in response to a law enforcement official’s request for PHI relating to a patient who is or is suspected to be a victim of a crime if:
 - A. The patient agrees to the disclosure, or
 - B. PharMerica is unable to obtain the patient’s agreement because of incapacity or other emergency circumstances, but:
 - The law enforcement official represents that the PHI is needed to determine whether a violation of law by a person other than a patient has occurred and that the PHI is not intended to be used against the patient,
 - The law enforcement official represents that immediate law enforcement activity depending on the disclosure would be materially and adversely affected by waiting until the patient is able to agree to the disclosure, and
 - The disclosure is in the best interests of the patient as determined by PharMerica Personnel in the exercise of professional judgment.

Notwithstanding the requirements of this Paragraph, any disclosures of child abuse and neglect shall be made to public health officials or other authorized government officials in accordance with state law requirements, and disclosures about victims of abuse, neglect, or domestic violence shall be made to authorized government officials in accordance with Paragraph 1(d) below.
- v. Disclosure Related to Death Resulting from Crime. PharMerica may disclose PHI about a decedent to a law enforcement official to alert him/her of a death if PharMerica suspects that the death has resulted from criminal conduct.
- vi. Disclosure Related to Crimes on Premises. PharMerica may disclose PHI to a law enforcement official if PharMerica in good faith believes that the PHI constitutes evidence of criminal conduct that occurred on PharMerica’s premises.


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d. Disclosure of PHI About Victims of Abuse, Neglect, or Domestic Violence.

- i. Except for reports of child abuse or neglect subject to applicable state law requirements, PharMerica may disclose PHI about a patient whom PharMerica reasonably believes to be a victim of abuse, neglect, or domestic violence to a government authority authorized by law to receive reports of such abuse, neglect, or domestic violence if:
 - A. The disclosure is required by law and is made in compliance with the relevant requirements of the law, or
 - B. The patient agrees to the disclosure, or
 - C. The disclosure is expressly authorized (but not required) by law, and
 - A representative of PharMerica, in the exercise of professional judgment, believes the disclosure is necessary to prevent serious harm to the patient or to other potential victims, or
 - The patient is unable to agree due to incapacity and the authorized recipient of the PHI confirms that (1) the PHI is not intended to be used against the patient, and (2) an immediate enforcement activity that depends upon the disclosure would be materially and adversely affected by waiting until the patient is able to agree to the disclosure.
- ii. If PharMerica makes a disclosure as described in Paragraph 1(d)(i) above, it must promptly inform the patient of the disclosure, unless:
 - A. A representative of PharMerica, in the exercise of professional judgment, believes that informing the patient would place the patient at risk of serious harm, or
 - B. PharMerica would be informing a Personal Representative, and PharMerica reasonably believes that the Personal Representative is responsible for the abuse, neglect or other injury, and a representative of PharMerica determines, in the exercise of professional judgment, that informing such person would not be in the patient’s best interests.

e. Use and Disclosure of PHI to Avert Serious Health or Safety Threat. PharMerica may use or disclose PHI if PharMerica in good faith believes the use or disclosure:

- i. Is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public; and is made to a person(s) reasonably able to prevent or lessen the threat, including the target of the threat.
- ii. Is necessary for law enforcement officials to identify or apprehend a patient:
 - A. Because it appears from all the circumstances that the patient has escaped from a correctional facility or from lawful custody, or

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B. Because of a patient’s statement admitting participation in a violent crime, PharMerica reasonably believes the patient may have caused serious physical harm to the victim, unless this information was learned:

- In the course of treatment, counseling or therapy to affect the propensity to commit the crime that is the basis for the disclosure, or
- Through a patient’s request to initiate or be referred to treatment, counseling or therapy to affect the propensity to commit the crime that is the basis for the disclosure.

NOTE: Disclosures pursuant to Paragraph 1(e)(ii) above must be limited to (a) the patient’s statement admitting participation in a violent crime, and (b) the types of PHI listed in Paragraph 1(c)(iii)(A) above.

f. Disclosure for Military Activities. In certain situations, PharMerica may use or disclose PHI of patients who are United States or foreign armed forces personnel for activities considered by appropriate military command authorities necessary to ensure proper execution of the military mission. If PharMerica receives a request for disclosure of PHI under this Paragraph 1(f), the Privacy Officer should be contacted to determine the appropriate course of action.


g. Disclosure of PHI Required by Law.

- i. If the disclosure of PHI is required by law, PharMerica may disclose the PHI so long as the disclosure is in compliance with and is limited to the relevant requirements of the law.
- ii. If the disclosure which is required by law relates to law enforcement purposes, victims of abuse, neglect or domestic violence or judicial and administrative proceedings, PharMerica also must comply with the respective standards enumerated in this Policy and Policy on *Disclosure of Protected Health Information in Legal Proceedings*.


h. Disclosure of PHI for Workers’ Compensation. PharMerica may disclose PHI as authorized by and to the extent necessary to comply with laws related to workers’ compensation or other similar programs established by law to provide benefits for work-related injuries or illnesses without regard to fault.

i. Use and Disclosure of PHI about Decedents.

- i. *Disclosure to Persons Involved in Care.* PharMerica may disclose PHI to a patient’s family member or other person who was identified by the patient as being involved in the patient’s care or payment for the patient’s health care prior to the patient’s death that is relevant to such person’s involvement unless doing so is inconsistent with any prior expressed preference of the deceased patient that is known to PharMerica.

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- ii. Disclosure to Coroners and Medical Examiners. PharMerica may disclose PHI to coroners or medical examiners in order to identify a deceased person, determine a cause of death, or enable coroners or medical examiners to perform their other duties as authorized by law.
 - iii. Disclosure to Funeral Directors. PharMerica may disclose PHI to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent.
 - iv. Disclosure 50 Years Following Death. PharMerica may disclose PHI without an Authorization when a period of 50 years following the death of the patient has passed.
- j. Use and Disclosure of PHI for Cadaveric Organ, Eye, or Tissue Donation.** PharMerica may use and disclose PHI to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of cadaveric organs, eyes, or tissues in order to facilitate organ, eye, and tissue donation and transplantation.
- k. Disclosure for National Security and Intelligence Activities.** PharMerica may disclose PHI to authorized Federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities. If PharMerica receives a request for disclosure of PHI under this Paragraph 1(k), the Privacy Officer should be contacted to determine the appropriate course of action.
- l. Disclosure for Protective Services for the President and Others.** PharMerica may Disclose PHI to authorized Federal officials for the provision of protective services to the President or other persons authorized by law to receive such services.
- m. Disclosure to Correctional Institution.** PharMerica may disclose to a correctional institution or a law enforcement official with custody of an inmate or another person PHI about the inmate or other person if the correctional institution or the law enforcement official represents that the PHI is necessary for:
- i. The provision of healthcare to the inmate or the other person,
 - ii. The health and safety of the officers, the inmate or other person in custody, other inmates, other persons at the correctional institution, or other persons responsible for transporting inmates,
 - iii. Law enforcement on the premises of the correctional institution, or
 - iv. The maintenance of the safety and security of the correctional institution.

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2. Processing of Disclosures.

- a. All disclosures of PHI in the special circumstances covered by this Policy shall be handled in a manner approved by the Privacy Officer.
- b. The Privacy Officer, or designee, shall:
 - i. Be consulted to confirm that a disclosure is permitted under this Policy,
 - ii. If the disclosure is being made in response to a request, verify the identity of the requestor as follows:
 - A. If the disclosure of PHI is to a public official or someone acting on behalf of a public official, identity may be verified by any of the following means:
 - Presentation of an identification badge or other official credentials, or
 - Request for disclosure is made on appropriate government letterhead.
 - B. If the request for disclosure is made by someone other than a public official, and disclosure to such person is permitted by law, the Privacy Officer or a designee should exercise professional judgment in verifying the identity of that person (e.g., request a driver’s license, employee identification card, etc.).
- c. Any disclosures made pursuant to this policy shall be carried out in accordance with the requirements the Policy on *Minimum Necessary Standard for Use, Disclosure and Request of Protected Health Information*.

3. Tracking Disclosures. For purposes of responding to patient requests for accountings of disclosures of PHI pursuant to *Policy on Patient’s Right to Accounting of Disclosures of Protected Health Information*, PharMerica shall track its disclosures of PHI which are covered by this Policy, except for disclosures for national security and intelligence activities and disclosures to correctional institutions.

4. Documentation. Documentation of all disclosures of PHI tracked pursuant to Paragraph 3 above shall be maintained for at least six (6) years from the date of the disclosure.

5. State and Federal Law Compliance. Certain state and Federal privacy laws may impose stricter protections for the privacy of PHI than the protections provided by the Privacy Regulations and in such cases compliance with the stricter applicable legal requirements is necessary. Therefore, before PharMerica discloses PHI under this Policy, PharMerica shall verify that disclosure is permissible under the applicable state and Federal laws.

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| HIPAA Policy Title: Minimum Necessary Standard for Use, Disclosure and Request of Protected Health Information |  |
| HIPAA Policy Number: #5 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to make reasonable efforts to limit the amount of Protected Health Information (“PHI”) used, disclosed or requested to the minimum necessary amount needed to accomplish the intended purpose of such uses, disclosures and requests. The purpose of this policy is to provide a process for ensuring that only the minimum necessary amount of PHI is:

- Used by PharMerica’s Workforce,
- Disclosed to third parties, and
- Requested from other Covered Entities.

PROCEDURE:

1. **Uses of PHI by PharMerica’s Workforce.**


- a. PharMerica shall identify those persons or classes of persons in its Workforce who need access to PHI, identify for each person or class of person the categories of PHI to which the access is needed to perform their job responsibilities and any conditions appropriate for such access and make reasonable efforts to limit Workforce members’ access to PHI to the minimum necessary amount needed to carry out their job responsibilities.
- b. Access privileges of each Workforce member to PharMerica’s information systems shall be consistent with the minimum necessary designation for the Workforce member.
- c. Workforce members shall use only the PHI needed to carry out their job responsibilities.
- d. The minimum necessary access to PHI designations for the Workforce members shall be modified or updated as needed.

2. **Disclosures of PHI to Third Parties.**


- a. **Applicability of Minimum Necessary Standard.** Before disclosing PHI to third parties who are not members of the Workforce, PharMerica shall determine whether the minimum necessary standard applies to the Disclosure. Disclosures subject to the minimum necessary standard shall be limited to the minimum necessary amount of PHI necessary to accomplish the intended purpose of the Disclosure.

The minimum necessary standard does not apply to the following:

- Disclosures to or requests by a healthcare provider for Treatment purposes (e.g., disclosure of PHI to a skilled nursing facility where a resident resides),
- Uses and Disclosures to the patient who is the subject of the PHI (e.g., explanation of pharmacy services to the patient),

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- Uses and Disclosures pursuant to an Authorization (e.g., disclosure of PHI to the patient’s attorney as authorized by the patient via a HIPAA compliant authorization),
 - Disclosures to the Secretary of the Department of Health and Human Services for enforcement purposes (e.g., disclosure of PHI in the course of a privacy complaint investigation), or
 - Uses or Disclosures that are required by law and carried out in accordance with the requirements of the applicable law (e.g., disclosure of PHI in response to a court order).
- b. Routine Disclosures. If the minimum necessary standard applies, PharMerica shall disclose only the minimum necessary amount of PHI needed to accomplish the purpose of the disclosure. PharMerica may comply with this requirement by developing a routine disclosure protocol (See Exhibit A, Routine Disclosure Protocols) or by other methods best suited to PharMerica’s operations.
- c. Non-Routine Disclosures. If a routine disclosure protocol or another standard minimum necessary disclosure process has not been adopted for a specific type of PHI disclosure, PharMerica shall:
- Review the proposed disclosure to identify the minimum necessary amount of PHI taking into consideration the following criteria:
 - The purpose of the disclosure, and
 - Whether the purpose can be achieved with a lesser amount of PHI than proposed to be disclosed, and if yes, whether it is feasible to limit the amount of PHI disclosed.
 - Document the review using *Form #5(A), Non-Routine Disclosure of Minimum Necessary Protected Health Information*.
 - Disclose the minimum necessary amount of PHI as determined by the review.
- d. The Reliance Alternative. When PHI is disclosed in response to a request, instead of following the procedures for disclosure specified in Paragraph 2(c), PharMerica may, if reasonable under the circumstances, rely on the following third parties as requesting the minimum necessary amount of PHI:
- Public Officials - if the public official represents that he/she is requesting only the minimum amount of PHI needed to accomplish the purpose of the disclosure,

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| HIPAA Policy Title: Minimum Necessary Standard for Use, Disclosure and Request of Protected Health Information |  |
| HIPAA Policy Number: #5 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

- Professional who is a member of Workforce or is a Business Associates - if the professional represents that he/she is requesting only the minimum amount of PHI needed to accomplish the purpose of the disclosure, or
- Another Covered Entity.

3. **Requests of PHI by PharMerica From Other Covered Entities.**

- a. **Applicability of Minimum Necessary Standard.** Before requesting PHI from other Covered Entities, PharMerica shall determine whether the minimum necessary standard applies to the request. The minimum necessary standard applies to all requests of PHI unless the request is made to a healthcare provider for Treatment purposes.
- b. **Routine Requests.** If the minimum necessary standard applies, PharMerica shall request only the minimum necessary amount of PHI needed to accomplish the purpose of the request. PharMerica may comply with this requirement by developing a routine request protocol (See Exhibit B, Routine Request Protocols) or by other methods best suited to PharMerica’s operations.
- c. **Non-Routine Requests.** If a routine request protocol has not been adopted for this type of request, PharMerica shall:
 - Review the proposed request to identify the minimum necessary amount of PHI taking into consideration the following criteria:
 - The purpose of the request, and
 - Whether the purpose can be achieved with a lesser amount of PHI than is sought.
 - Request the amount of PHI determined to be the minimum necessary.
 - Document the review on *Form #5(B), Non-Routine Request of Minimum Necessary Protected Health Information.*

4. **Uses, Disclosures and Requests of the Entire Medical Record.** PharMerica shall not use, disclose or request an entire medical record except in situations in which the entire medical record is specifically justified as the amount reasonably necessary to accomplish the purpose of the use, disclosure or request.

5. **Documentation.** The following documents shall be maintained for at least six (6) years from the time the documents are created:
- a. Minimum necessary designations for all Workforce members,
 - b. Protocols for routine disclosures and requests of PHI, and
 - c. Case by case determinations regarding non-routine disclosures and requests of PHI.



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| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

EXHIBIT A

| ROUTINE DISCLOSURE PROTOCOLS | | |
|-------------------------------------|--------------------------------------|--|
| Recipient of PHI | Purpose of Disclosure | Minimum Necessary Amount of PHI |
| Third Party Payors | Benefit eligibility | Demographic Information Prescription Information Related to Claim Processing |
| | Claims reimbursement | Demographic Information Prescription Information Related to Claim Processing |
| | Appeals of adverse payment decisions | Demographic Information Prescription Information Related to Claim Processing |
| | Claim status inquiry | Demographic Information Prescription Information Related to Claim Processing |
| | Other: _____ | |
| | Other: _____ | |
| | Other: _____ | |
| Billing Company | Billing for pharmacy services | Applicable information needed for billing of pharmacy claims |
| | Billing Review | Applicable information needed for billing review |

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| ROUTINE DISCLOSURE PROTOCOLS | | |
|-------------------------------------|--------------------------------|--|
| Recipient of PHI | Purpose of Disclosure | Minimum Necessary Amount of PHI |
| Collection Agency | Collection of overdue accounts | Applicable information needed to collect overdue payment |
| | Other: _____ | |
| Consultants | Audit of Pharmacy Services | Billing information needed to perform the audit |
| | Claim Review | Billing information needed to perform the claim review |
| | Other: _____ | |
| IS Vendors | Hardware support | Minimum amount of PHI needed to perform the service |
| | Equipment Maintenance | Minimum amount of PHI needed to perform the service |
| | Software Support | Minimum amount of PHI needed to perform the service |



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| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

EXHIBIT B

| ROUTINE REQUEST PROTOCOLS | | |
|--|------------------------------|--|
| Party From Whom PHI IS Requested | Purpose of Disclosure | Minimum Necessary Amount of PHI |
| Third Party Payors | Benefit eligibility | Demographic Information Prescription Information Related to Claim Processing |
| | Other: _____ | Demographic Information Prescription Information Related to Claim Processing |
| Other Providers (e.g., skilled nursing facilities) | Payment | Demographic Information Prescription Information Related to Claim Processing |
| | Other: _____ | Demographic Information Prescription Information Related to Claim Processing |
| Other _____ | Purpose: _____ | Demographic Information Prescription Information Related to Claim Processing |

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| HIPAA Policy Title: Form #5(A): Non-Routine Disclosure of Minimum Necessary Protected Health Information |  |
| HIPAA Form Number: #5(A) | Revised on: January 1, 2011, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Consistent with applicable legal requirements and in accordance with *Policy #5, Minimum Necessary Standard for Use, Disclosure and Request of Protected Health Information* (“PHI”), PharMerica reviews each non-routine disclosure of PHI pursuant to the criteria listed below to ensure that PharMerica discloses only the minimum necessary amount of PHI required to accomplish the purpose of the disclosure.

1 Recipient of PHI: _____

2. PHI Requested or Proposed To Be Disclosed: _____

3. Criteria Considered to Determine Minimum Necessary PHI:

What is the purpose of the disclosure? _____

Could the purpose of the disclosure be achieved using a lesser amount of PHI?

Yes

Identify the lesser amount of PHI: _____

Explain whether it would be feasible to limit amount of PHI disclosed to lesser amount:


No

Explain: _____

4. PHI Determined to Be Minimum Necessary:

Completed by: _____

Date: _____

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| HIPAA Policy Title: Form #5(B): Non-Routine Request of Minimum Necessary Protected Health Information |  |
| HIPAA Form Number: #5(B) | Revised on: January 1, 2011, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Consistent with applicable legal requirements and in accordance with *Policy #5, Minimum Necessary Standard for Use, Disclosure and Request of Protected Health Information* (“PHI”), PharMerica reviews each non-routine request of PHI from other covered entities pursuant to the criteria listed below to ensure that PharMerica requests only the minimum necessary amount of PHI required to accomplish the purpose of the request. .

1. **Covered Entity From Whom PHI Is Requested:** _____

2. **PHI Requested:** _____

3. **Criteria Considered to Determine Minimum Necessary PHI:**

What is the purpose of the request? _____

Could the purpose of the be achieved using a lesser amount of PHI?

Yes

Identify the lesser amount of PHI: _____


No

Explain: _____

4. **PHI Determined to Be Minimum Necessary:**

Completed by: _____

Date: _____

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| HIPAA Policy Title: Disclosure of Protected Health Information to Patients’ Personal Representatives, Family and Friends |  |
| HIPAA Policy Number: #6 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |


POLICY: It is the policy of PharMerica to recognize certain persons authorized under state law to act on behalf of patients as the Personal Representatives of such patients in accordance with applicable state law.

PURPOSE: The purpose of this policy is to:

- Identify who is generally authorized under state law to act as the Person Representative of patients,
- Establish that a Personal Representative may exercise the rights of a patient concerning the use and disclosure of protected health information (“PHI”),
- Identify limited situations in which PharMerica is not required to recognize persons as Personal Representatives, and
- Identify situations where PharMerica may disclosure PHI to a patient’s family and friends.

PROCEDURE:


1. **Personal Representative.** Before PHI is disclosed to an individual indicating that he or she is acting on behalf of the patient, PharMerica shall verify that the person is considered to be a Personal Representative of the patient under the applicable state law and has authority under the applicable state law to make healthcare decisions for the patient. Generally, such individuals would include persons who hold a durable power of attorney for health care or court appointed guardians.
2. **Personal Representative of Deceased Individuals.** PharMerica may disclose PHI of a deceased patient to an executor, administrator or other person who has legal authority to act on behalf of the deceased individual or the deceased individual’s estate under applicable state law. In addition, PharMerica may disclose PHI to a relative, friend or other person who was involved in the patient’s care or payment for the patient’s health care prior to the patient’s death in accordance with the requirements of the Policy# 4, *Use and Disclosure of Protected Health Information in Special Circumstances.*
3. **Rights of Personal Representatives.** Except as otherwise provided in Paragraphs 4 and 5 below, Personal Representatives shall be permitted to exercise the rights of the patient under the Privacy Regulations. For example, Personal Representatives may:
 - a. Acknowledge receipt of the Notice of Privacy Practices,
 - b. Provide an Authorization for the disclosure of PHI, and
 - c. Request access to PHI, amendment of PHI or an accounting of disclosures of PHI.
4. **Special Rules for Minors.**

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| HIPAA Policy Title: Disclosure of Protected Health Information to Patients’ Personal Representatives, Family and Friends |  |
| HIPAA Policy Number: #6 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

- a. If under applicable state law, a parent, guardian or other person acting in loco parentis has authority to act on behalf of an unemancipated minor patient in making decisions related to healthcare, PharMerica shall treat such individual as the Personal Representative of such patient with respect to the PHI relevant to such personal representation. However, PharMerica shall not be required to treat a parent, guardian, or other person acting in loco parentis as a Personal Representative of a minor if:
 - The minor consents to a health care service, no other consent to such health care service is required by law, and the minor has not requested that such person be treated as the Personal Representative,
 - A court or another person other than the parent, guardian or person acting in loco parentis is authorized to consent to the health care service for the minor and has consented to the service, or
 - The parent, guardian, or other person acting in loco parentis assents to a confidentiality agreement between PharMerica and the minor with respect to a healthcare service.
- b. In the situations identified in subparagraph (a), PharMerica remains obligated to comply with any applicable state or Federal laws specifically permitting or prohibiting disclosure of PHI to, and access to PHI by, a parent, guardian or other person acting in loco parentis for a minor. If there is not a state or Federal law clearly applicable to the situation, PharMerica has the discretion to provide or deny access to the minor’s PHI if a licensed healthcare professional using professional judgment determines that such action is in the best interest of the patient.


5. Disclosure of PHI to Family and Friends for Involvement in Care, Payment and Notification Purposes

- a. PharMerica may disclose to a patient’s family member, other relative, a close friend or any other person identified by the patient the PHI directly relevant to such person’s involvement with the patient’s healthcare or payment related to the patient’s healthcare consistent with the provisions of this Section.
- b. If the patient is present for or otherwise available prior to a use or disclosure and has the capacity to make healthcare decisions, PHI may be disclosed if the patient agrees to the disclosure, or PharMerica personnel provides the patient with the opportunity to object to the disclosure and the patient does not object, or PharMerica personnel reasonably infers from the circumstances, based on the exercise of professional judgment that the patient does not object to the disclosure.
- c. If the patient is not present during the disclosure or if the opportunity to object to the disclosure cannot be reasonably provided to the patient due to the emergency

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| HIPAA Policy Title: Disclosure of Protected Health Information to Patients’ Personal Representatives, Family and Friends |  |
| HIPAA Policy Number: #6 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

circumstances or the patient’s incapacity to make healthcare decision, PHI may be disclosed if PharMerica personnel based on the exercise of professional judgment determines that the disclosure is in the best interest of the patient and is directly relevant to the person’s involvement with the patient’s care. PharMerica workforce members may use professional judgment and experience with common practice to make reasonable inferences of the patient’s best interest in allowing a person to act on behalf of the patient to pick up filled prescriptions, medical supplies or other similar forms of PHI, as applicable.


- d. PharMerica may use or disclose PHI to notify, or assist in the notification of (including identifying or locating), a family member, a personal representative of the patient, or another person responsible for the care of the patient of the patient’s location, general condition, or death, provided such disclosure is consistent with the provisions of this Section or is for disaster relief purposes.
6. **Uses and Disclosures for Disaster Relief Purposes.** PharMerica may use or disclose PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts, for the purpose of coordinating with such entities the uses or disclosures to notify, or assist in the notification of (including identifying or locating), a family member, a personal representative of the patient, or another person responsible for the care of the patient of the patient’s location, general condition, or death. The requirements specified in Sections 5(b) and 5(c) above apply to such uses and disclosures to the extent that PharMerica personnel, in the exercise of professional judgment, determine that the requirements do not interfere with the ability to respond to the emergency circumstances.
7. **Exceptions to Disclosure of PHI to Personal Representatives.** Notwithstanding the provisions above, PharMerica is not required to recognize a person as a Personal Representative of a patient if:
 - a. A PharMerica personnel reasonably believes that the patient may have been or may be subjected to domestic violence, abuse, or neglect by such person, or if treating such person as a personal representative could endanger the patient, and
 - b. PharMerica personnel determines, in the exercise of professional judgment, that it is not in best interest of the patient to treat such person as the patient’s personal representative.

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| <p>HIPAA Policy Title: Use and Disclosure of Protected Health Information for Marketing</p> |  |
| <p>HIPAA Policy Number: #7</p> | <p>Revised on: January 1, 2011, August 30, 2013, December 1, 2018</p> |
| <p>Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”)</p> | |

POLICY: It is the policy of PharMerica to ensure that PharMerica uses and discloses Protected Health Information (“PHI”) for Marketing purposes in accordance with applicable legal requirements. The purpose of this policy is to provide guidance regarding the requirements related to obtaining an Authorization before using or disclosing PHI for Marketing purposes.

PROCEDURE:

1. Privacy Regulations provide patients with important controls over whether and how their PHI is used and disclosed for Marketing purposes. An example of Marketing is when a drug manufacturer receives a list of patients from a healthcare provider and then uses such list to send coupons for a new medication to patients. If a Workforce member has a question of whether a particular purpose of a disclosure is considered Marketing, the Workforce member shall direct questions to the Privacy Officer who will provide guidance.
2. Consistent with the Privacy Regulations, PharMerica shall obtain an Authorization before engaging in the Marketing activities, as the term “Marketing” is defined in the Glossary, with the exception of communication in the form of:
 - a) A face to face communication made by PharMerica to the patient, or
 - b) A promotional gift of nominal value provided by PharMerica.
3. An Authorization for use and disclosure of PHI for Marketing purposes shall be obtained in accordance with the Policy #1, Use and Disclosure of Protected Health Information for Treatment, Payment and Healthcare Operations and Authorizations for Use and Disclosure of Protected Health Information.
4. If PharMerica receives remuneration for disclosing PHI to a third party for Marketing purposes, the Authorization form must indicate that such remuneration will be received by PharMerica.


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| HIPAA Policy Title: Notice of Privacy Practices |  |
| HIPAA Policy Number: #8 | Revised on: January 1, 2011; July 1, 2012, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to assure that all patients are provided with a Notice of Privacy Practices (“Notice”) with respect to PharMerica’s uses and disclosures of Protected Health Information (“PHI”) in accordance with applicable legal requirements. The purpose of this policy is to describe the process for:

- Providing the Notice to patients,
- Posting the Notice,
- Obtaining written acknowledgment of receipt of the Notice from patients, and
- Revising the Notice.

PROCEDURE:

1. **Notice of Privacy Practices.** PharMerica shall maintain a Notice of Privacy Practices (“Notice”) that explains how PharMerica uses and discloses PHI and explains the individual’s legal rights and PharMerica’s duties related to the PHI. The Notice shall be written in plain language and contain the provisions as required by the Privacy Regulations.
2. **Providing Notice to Patients.** PharMerica pharmacies that have a direct treatment relationship with a patient (e.g., medications are provided directly to a patient, retail pharmacy, mail order pharmacy), must provide the Notice to patients at the time of the first delivery of services. PharMerica’s pharmacies that do not have a direct treatment relationship with a patient (e.g., institutional pharmacies which deliver medications to a skilled nursing facility that administers those medications) are not required to provide the Notice to patients at the time of the first delivery of services, but other requirements of this Policy do apply. The Notice shall be in the form of *Form #8A, Notice of Privacy Practices*. The Notice need only be provided to a patient one time and not upon the provision of each service to the patient by PharMerica. In an emergency treatment situation, Notice shall be provided as soon as reasonably possible.
3. **Posting Notice.**
 - a. The Notice shall be posted in a clear and prominent location at PharMerica pharmacies so that PharMerica’s personnel (and patients, if applicable) may reasonably see and read the Notice and may request to take a copy of the Notice with them.
 - b. The Notice shall be posted on PharMerica’s website and will be available electronically through the website.
 - c. Paper copies of the Notice shall be available at PharMerica pharmacies so that patients may request and receive a copy at any time.
 - d. A patient may request and receive the Notice via e-mail by sending an e-mail request to the Privacy Officer. If the Privacy Officer knows that the e-mail transmission of the


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Notice has failed, the Privacy Officer or a designee shall provide a paper copy of the Notice to the patient. A patient who is the recipient of electronic Notice has the right to obtain a paper copy of the Notice from PharMerica at any time upon request,

4. **Obtaining Acknowledgement of Receipt of Notice.** Except in emergency treatment situations, PharMerica shall make a good faith effort to obtain a written acknowledgement of receipt of the Notice from the patient. Written acknowledgement shall be obtained on *Form #8(B), Acknowledgement of Receipt of Notice of Privacy Practices*.
 - a. If the Notice is provided to the patient electronically, PharMerica personnel providing the Notice shall ask the patient to acknowledge electronically receipt of the Notice.
 - b. If the Notice is mailed to the patient, PharMerica personnel shall ask the patient to return a written acknowledgment of receipt of the Notice by mail.
 - c. If the acknowledgment cannot be obtained, PharMerica personnel shall document the good faith effort made to obtain the acknowledgment and the reasons why the acknowledgment was not obtained.

In emergency treatment situations, PharMerica shall make a good faith effort to obtain from the patient written acknowledgement of receipt of the Notice as soon as reasonably practicable after the emergency situation ends.

5. **Changes to Notice.** The Privacy Officer shall make arrangements to ensure that the Notice is updated as needed. When material updates are made to PharMerica’s privacy policies, procedures or practices which impact the content of the Notice, the Privacy Officer shall arrange to have the Notice revised accordingly. Except when required by law, a material change to any term of the Notice may not be implemented prior to the effective date of the Notice in which such material change is reflected. The revised Notice shall be available to patients as described in this Policy.
6. **Documentation.** The Privacy Officer is responsible for developing a process to ensure that the following documents are maintained for a minimum of six (6) years from the last date the documents were in effect:
 - a. Master copy and all revised versions of the Notice,
 - b. Written acknowledgements of receipt of the Notice, and
 - c. Documentation of good faith efforts to obtain acknowledgements.

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| HIPAA Policy Title: Form #8(A): Notice of Privacy Practices |  |
| HIPAA Form Number: #8(A) | Revised on: January 1, 2011; July 1, 2012, August 30, 2013, March 3, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

We are committed to protecting privacy of your medical information. While you receive pharmacy services from us, we create records of the pharmacy services that we provide to you. We need these records to provide you with quality pharmacy services and to comply with law. This Notice describes your rights with respect to your medical information. This Notice also describes certain duties we have regarding your medical information and how we may use and disclose your medical information.


Who Will Follow This Notice

The privacy practices described in this Notice will be followed by PharMerica and the entities under common ownership or control of PharMerica Corporation, among which are Onco360, CareMed Specialty Pharmacy, Amerita and Chem Rx, which together form an affiliated covered entity under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the HIPAA privacy rules (collectively referred to as “We” or “Us” in this Notice).

Your Rights Regarding Your Medical Information


You have the following rights regarding medical information we maintain about you:

- **Right to Review and Receive a Copy.** You have the right to review and receive a paper or electronic copy of your medical information. You may request that we send a copy of your medical information to a third party. To review and request a copy your medical information, you must submit your request in writing to our Privacy Officer. Under certain circumstances, we may deny your request. We may charge a reasonable cost based fee for providing you with a copy of your records.
- **Right to Request a Restriction on Uses and Disclosures.** You have the right to ask us not to use or disclose your medical information for purposes of treatment, payment or health care operations or to individuals who are involved in your care. To request a restriction, you must submit your request in writing to our Privacy Officer. In your request, you must tell us what information you want us not to use or disclose and to whom you want the restriction to apply (for example, disclosures to a certain family member). We are not required to agree to your request and we will notify you if we don’t agree. If you pay for a service or health

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care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer, and we will agree to such request unless a law requires us to share that information. If we agree to your request, we will comply with the restriction unless the information is needed to provide emergency treatment to you. Even if we agree to your request, we may still disclose your medical information to the Secretary of the Department of Health and Human Services and for certain other purposes described below for which disclosure is permitted without your authorization. We may end a restriction to which we previously agreed if we inform you that we plan to do so.

- **Right to Request Confidential Communications.** You have the right to request that we communicate with you in a specific way or at a specified location. For example, you can ask that we only contact you at a certain phone number or only send mail to a certain address. To make such request, you must submit your request in writing to our Privacy Officer. In your request, you must tell us how or where you wish to be contacted and to what address we may send bills for medications and services provided to you. We will not ask you about the reason for your request. We will agree to all reasonable requests.
- **Right to Request Amendment.** You have the right to request that we correct your medical information if you believe it is incorrect or incomplete. You have this right for as long as the information is kept by us. To make this request, you must submit your request in writing to our Privacy Officer and explain why a correction is needed. We may deny your request if it is not in writing or does not include a reason for your request. We may also deny your request if you ask us to correct information that we did not create (unless the person or entity that created the information is no longer available to make the correction), is not part of the medical information kept by us, is not part of the medical information which you may inspect and copy, or if we determine that your medical information is accurate and complete. If we accept your request, we will inform you about our acceptance and make the appropriate corrections. If we deny your request, we will inform you and give you a chance to submit to us a written statement disagreeing with the denial. We will add your written statement to your record and include it whenever we disclose the part of your medical information to which your written statement relates.
- **Right to Request Accounting of Disclosures.** You have the right to request a list of the times we have shared your medical information for six years prior to the date of your request, who we shared it with, and why. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures. To request this list, you must submit your request in writing to our Privacy Officer. Your request must state a time period for which you want to receive the accounting. We will

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provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within twelve months. We will notify you of the cost involved and you may choose to withdraw or modify your request before any costs are incurred.

- **Right to Receive Breach Notice.** You have the right to receive notice following a breach of your medical information which results in such information being compromised.
- **Right to Choose Someone to Act For You.** If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your medical information. We will make sure the person has this authority and can act for you before we take any action.
- **Right to Receive Copy of This Notice.** You have the right to receive a copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you may still ask for a paper copy of this Notice at any time. You may obtain a copy of this Notice at our website, www.pharmerica.com. To obtain a paper copy of this Notice, please contact our Privacy Officer at 866-209-2178.

Our Duties Regarding Your Medical Information


We are required by law to:

- Maintain the privacy and security of your medical information,
- Provide you with this Notice about our legal duties and privacy practices with respect to your medical information,
- Provide you with notice if a breach occurs that may have compromised the privacy or security of your medical information,
- Abide by the terms of this Notice.

How We May Use and Disclose Your Medical Information


We may use and disclose your medical information without obtaining your authorization as described below.

- **Treatment.** We may use and disclose your medical information to provide you with pharmacy products and services. We may disclose your medical information to doctors, nurses and other health care providers who provide health care services to you. For example, a doctor prescribing medications for you may need to know what other medications you are taking to protect against harmful drug interactions. We also may use

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your medical information to contact you about an appointment, to remind you to refill a prescription or to follow up on your care.

- **Payment.** We may use and disclose your medical information so we can bill and receive payment for medications and pharmacy services we provide to you from your insurance company or other responsible for payment party. For example, we may give your health insurance company information about what medications were provided to you, so that your insurance may pay us or reimburse you for the medications. We may also tell your health insurance company about a prescription that you need to obtain prior approval or check if your insurance will pay for the medication.
- **Health Care Operations.** We may use and disclose your medical information for purposes of health care operations, which are various activities necessary to run our business, provide quality pharmacy services and contact you when necessary. For example, we may use and disclose your medical information to evaluate the performance of our staff and for quality improvement activities. We may use medical information about you to manage the provision of pharmacy services to you. We may disclose your medical information to pharmacists, pharmacy technicians, pharmacy students and other trainees for review and learning purposes.
- **Family Members and Friends Involved in Your Care.** We may disclose to your family members, close friends or to any other person you identify your medical information relevant to such person’s involvement in your care or payment for your care. If you are present, we may make disclose the information if either you agree to the disclosure, we provide you with an opportunity to object to the disclosure and you do not say no, or if we reasonably infer that you do not object to the disclosure. If you are not present, we may disclose your medical information that is directly relevant to the person’s involvement with your care if we determine this is in your best interest. We may also use and disclose your medical information in the event of disaster to organizations assisting in disaster relief efforts so that your family can be notified of your condition and location.
- **Compliance With Law.** We may disclose your medical information to the Secretary of the Department of Health and Human Services and as required by Federal or state law.
- **Public Health Activities.** We may disclose your medical information for public health activities to public health or other governmental authorities authorized by law to receive such information. This may include disclosing your medical information to report certain diseases, report child abuse or neglect, report information to the Food and Drug Administration if you experience an adverse reaction from a medication, to enable product

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| HIPAA Policy Title: Form #8(A): Notice of Privacy Practices |  |
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recalls or disclosing medical information for public health surveillance, investigations or interventions.

- **Health Oversight Activities.** We may disclose your medical information to governmental agencies so they can monitor, investigate, inspect, discipline or license those who work in the health care and engage in other health care oversight activities.
- **Workers Compensation.** We may disclose your medical information for workers compensation or similar programs providing benefits for work-related injuries or illnesses.
- **Lawsuits and Legal Actions.** We may disclose your medical information in response to a court or administrative order, subpoena, discovery request or other lawful process, subject to applicable procedural requirements.
- **Law Enforcement.** We may disclose your medical information to law enforcement officials to report or prevent a crime and as otherwise authorized or required by law.
- **Specialized Government Functions.** We may disclose your medical information for special government functions such as military, national security and presidential protective services.
- **Coroners, Medical Examiners and Funeral Directors.** We may disclose your medical information to coroners, medical examiners and funeral directors so that they can carry out their duties or for identification of a deceased person or determining cause of death.
- **Organ, Eye and Tissue Donation.** We may disclose your medical information to organ procurement organizations as necessary for organ procurement, donation or transplantation.
- **Research.** We may use or disclose your medical information for research purposes provided that we comply with applicable laws.
- **Abuse, Neglect and Domestic Violence.** We may disclose your medical information to a governmental authority authorized by law to receive reports of abuse, neglect or domestic violence, if we reasonably believe that you are a victim of abuse, neglect or domestic violence, if the disclosure is required or authorized by law.
- **Serious Threat to Health and Safety.** We may disclose your medical information as necessary to prevent or lessen a serious threat to health or safety of a person or the public.
- **Correctional Institutions.** If you are in the custody of law enforcement or a correctional institution, we may disclose your medical information to the law enforcement official or

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the correctional institution as necessary for health and safety of you or others, provision of health care to you or certain operations of the correctional institution.

- **Limited Data Sets.** We may use or disclose a limited data set (which is medical information in which certain identifying information has been removed) for purposes of research, public health, or health care operations. We require any recipient of such information to agree to safeguard such information.
- **Business Associates.** We may share your medical information with third party business associates, which are vendors that perform various services for us. For example, we may disclose your medical information to a vendor that provides billing or collection services for us. We require our business associates to safeguard your medical information.

Other Uses and Disclosures of Your Medical Information


Other uses and disclosures of your medical information not covered by this Notice will be made only with your written authorization. Your authorization is required for most uses and disclosures of psychotherapy notes, most uses and disclosures of your medical information for marketing purposes and for sale of your medical information. In addition, certain Federal and state laws may require special protections for certain medical information, including information that pertains to HIV/AIDS, mental health, alcohol or drug abuse treatment services or certain other information. If these laws do not permit disclosure of such information without obtaining your authorization, we will comply with those laws.

How You May Revoke Your Authorization

If you provide us with an authorization to use and disclose your medical information, you may revoke your authorization at any time. However, the uses and disclosures of medical information before the revocation will not be affected by your action and we cannot take back any medical information that has already been disclosed by us in reliance on your previously provided authorization permitting the disclosure. To revoke any previously provided authorization you must submit a written request for revocation to our Privacy Officer.

Changes to This Notice

We reserve the right to change the terms of this Notice at any time and to apply the revised Notice to all medical information that we maintain about you. We will post a copy of the current Notice on our website at www.pharmerica.com. The Notice will specify the effective date of the Notice. Each time you visit our website, you will see a link to the current Notice in effect. In

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addition, at any time you may request a copy of the Notice currently in effect.

For More Information or to Report a Complaint

If you have questions or would like more information about our privacy practices, you may contact our Privacy Officer at 866-209-2178 or by mail at the address noted below. If you believe your privacy rights have been violated, you may file a written complaint with our Privacy Officer or with U.S. Department of Health and Human Services Office for Civil Rights. We will not retaliate against you for filing a complaint. To file a complaint with us, please direct your complaint to our Privacy Officer:

Privacy Officer
PharMerica
805 N. Whittington Pkwy
Suite 400
Louisville, KY 40222
Phone: 866-209-2178

Effective Date: October 28, 2019

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| HIPAA Policy Title: Form #8(B): Acknowledgement of Receipt of Notice of Privacy Practices |  |
| HIPAA Form Number: #8(B) | Revised on: January 1, 2011, July 1, 2012, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Name of Patient: _____

I hereby acknowledge that I have received PharMerica’s Notice of Privacy Practices

Signature of Patient or Personal Representative

Date

(COMPLETE ONLY IF PATIENT OR PERSONAL REPRESENTATIVE DOES NOT SIGN ABOVE)

DOCUMENTATION OF GOOD FAITH EFFORTS TO OBTAIN ACKNOWLEDGEMENT

Patient Name: _____

Date: _____

The named individual was provided with a copy of PharMerica’s Notice of Privacy Practices (“Notice”). A good faith effort was made to obtain the individual’s written acknowledgement of receipt of the Notice. However, an acknowledgment was not obtained for the following reason(s):


- Individual refused to sign acknowledgement.**
- Individual was unable to sign the acknowledgement because:**

- Other reason (describe below):**

Name of Employee Completing Form: _____

Signature: _____


Date: _____

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| HIPAA Policy Title: Patient’s Right of Access to Protected Health Information |  |
| HIPAA Policy Number: #9 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to provide patients access to their PHI in accordance with applicable legal requirements. The purpose of this policy is to describe the procedure for processing and responding to patients’ requests to access their PHI.


PROCEDURE:

1. **Patient’s Right to Access to PHI.** Patients have the right to inspect and receive a copy of PHI maintained by PharMerica in the Designated Record Set. This includes the right to inspect or obtain a copy, or both, of the PHI, as well as to direct PharMerica to transmit a copy of the PHI to a designated person or entity of the patient’s choice. Patients have a right to access their PHI for as long as the PHI is maintained by PharMerica (or by a Business Associate on behalf of PharMerica) regardless of the date the PHI was created, whether the PHI is maintained in paper or electronic systems, whether the PHI is maintained onsite, remotely or is archived or where the PHI originated (e.g., PharMerica, another provider).
2. **Requests for Access of PHI**
 - a. All requests to inspect and copy PHI shall be submitted in writing by the patient to PharMerica’s Privacy Officer. The request may be mailed, brought in person, provided electronically or faxed. If desired, patients may use *Form #9(A), Request for Access to PHI*. If a request to access PHI is submitted by a patient or the patient’s personal representative to a PharMerica pharmacy, the Privacy Coordinator shall notify the Privacy Officer of such request to coordinate the review and response to the request.
 - b. The patient may request a portion of the PHI maintained in the Designated Record Set, in which case PharMerica will provide only the requested PHI.
 - c. A patient’s personal representative also has the right to access PHI about the patient in a Designated Record Set, consistent with the scope of such representation.
 - d. PharMerica may not require a patient to provide a reason for requesting access to PHI.
 - e. PharMerica may not deny a patient access to PHI because a Business Associate, rather than PharMerica maintains the PHI requested by the patient (e.g., the PHI is maintained by a records storage company offsite).
3. **Provision of Access to PHI**
 - a. If PHI that is the subject of a request for access is maintained in a Designated Record Set electronically and if the patient requests an electronic copy of such information, PharMerica must provide the individual with access to the PHI in the electronic form and


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format requested by the patient, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by PharMerica and the patient.


- b. If the patient/personal representative requests access to the patient’s PHI in hard-copy form, PharMerica will provide such access, even if the PHI is stored in a Designated Record Set electronically.
4. **Requests for Access Directly to Another Person.** Patients have the right to direct PharMerica to transmit a copy of PHI directly to another entity or person designated by the patient. The patient’s request must be in writing, signed by the individual and clearly identify the designated person and where to send the copy of the PHI. The requirements specified in this Policy for providing the PHI to the patient/personal representative, such as the timeliness requirements, fee limitations and form and format requirements, apply when a patient/personal representative directs that the PHI be sent to another person or entity. PharMerica will rely on the information provided in writing by the patient/personal representative about the identity of the designated person and where to send the PHI for purposes of verification of the designated third party as an authorized recipient.
5. **Timeframe for Review of and Response to Requests for Access to PHI.** Unless an earlier timeframe is required under the applicable state law, PharMerica shall review and approve or deny each request as soon as possible and no later than 30 calendar days after the receipt of the request. If PharMerica is unable to meet the initial deadline (e.g., because PHI information is archived offsite and not readily accessible), one 30-day extension is permitted so long as the patient is provided with a written statement by the initial deadline which lists the reasons for the delay and the date by which PharMerica will provide access to the requested PHI.
6. **Manner of Providing Access to PHI.** PharMerica shall provide the patient with access to the PHI in the form and format requested by the patient, if it is readily producible in such form and format; or, if not, in a readable hard copy form or such other form and format as agreed to by PharMerica and the patient. PharMerica may discuss the scope, format, and other aspects of the request for access with the patient as necessary to facilitate the timely provision of access.
 - a. A patient/personal representative may request that PHI to which access is requested be provided by PharMerica by mail, encrypted e-mail, unencrypted e-mail, fax, CD, via personal pick up or may request to view or inspect the requested PHI.
 - b. In cases, where a patient desires to inspect the PHI on-site, if feasible, arrangements must be made for a convenient time and place for the patient to inspect the PHI. (The patient shall be required to sign in and shall be observed by PharMerica personnel during the inspection.)

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- c. If the patient requests to pick up the copy, arrangements shall be made for a convenient time and place for the patient to pick up the copy.
 - d. If a patient/personal representative requests that PHI be provided by mail, PharMerica will transmit the requested records by postal mail. PharMerica accepts the contact/address information on the written request for access submitted by the patient/personal representative as correct.
 - e. If a patient/personal representative requests that PHI be provided by e-mail or via a CD and the requested PHI is readily producible in such format, PharMerica will transmit the record as requested by the patient. If a patient/personal representative requests that such PHI be provided via unencrypted e-mail and the requested PHI is readily producible in such format, PharMerica will provide the PHI as requested as long as the patient/personal representative is informed of and accepts the risk that the PHI transmitted via unencrypted email is unsecure and can be intercepted and read by a third party while in transit. PharMerica accepts the e-mail address on the written request for access submitted by the patient/personal representative as correct.
 - f. If PHI cannot be produced in the form requested, the records shall be produced in a readable hard copy or other mutually acceptable form.
 - g. The identity of the patient/personal representative shall be appropriately identified prior to receiving access to the requested PHI. Such verification may be done orally or in writing and the type of verification may depend on how the individual is requesting and/or receiving access to PHI.
 - h. PharMerica does not allow the use of external portable media to access and download the PHI due to associated security risks.
7. **Denial of Requests.** While patients generally have the right to access their own PHI, PharMerica, if permitted under applicable state law, is entitled to deny a patient’s request as follows:
- a. **Reviewable Grounds for Denial.** PharMerica may deny a request to access PHI if a licensed healthcare provider (e.g., pharmacist), in the exercise of professional judgment, determines that the access requested is reasonably likely to (i) endanger the life or physical safety of the patient or another person (this ground for denial does not extend to concerns about psychological or emotional harm such as concerns that the individual will not be able to understand the information or may be upset by it), (ii) cause substantial harm to, a person (other than a healthcare provider) referenced in the PHI, or (iii) cause substantial harm to the patient or another person, when access is requested by a personal representative. A patient has the right to appeal a denial to access on the foregoing grounds.

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- b. Unreviewable Grounds for Denial. PharMerica may deny a request to access PHI if (i) PHI was created in the course of research, the research is in progress, the patient consented to the denial to access when consenting to participate in research that includes treatment and PharMerica has informed the patient that the right to access the PHI will be reinstated upon completion of the research, (ii) PHI was obtained by PharMerica from another entity, which is not a healthcare provider, under a promise of confidentiality and the access requested would reasonably likely reveal the source of the information, (iii) PHI was requested by an inmate, and providing PHI would jeopardize the health, safety or security of the inmate, other inmates or other persons at the correctional institution, or (iv) information was prepared in reasonable anticipation of, or for in use in, a civil, criminal or administrative action. A patient does not have the right to appeal a denial to access on the foregoing grounds.
 - c. Partial Denial. If PharMerica has grounds for denying access to only a portion of the requested PHI, PharMerica is to provide access to the remaining portions of the PHI for which PharMerica does not have grounds for denial of access.
 - d. Making Other PHI Accessible. PharMerica shall, to the extent possible, give the patient access to any other PHI requested, after excluding the PHI as to which PharMerica has a ground to deny access.
 - e. Other Responsibility. If PharMerica does not maintain the PHI requested by a patient and the PharMerica knows where such PHI is maintained, PharMerica shall inform the patient where to direct the request for access.
8. Informing the Patient of a Denied Request. If the request to access PHI is denied, PharMerica shall complete and provide to the patient *Form #11(C), Notice of Denial of Request to Access PHI*, which shall be in plain language and include:
- a. The reason(s) for the denial,
 - b. A statement of the patient’s right to have the denial reviewed (if the right to appeal the denial is applicable),
 - c. A description of how the patient may file a complaint with the Secretary of DHHS,
 - d. A description of how the patient may file a complaint with PharMerica along with the name or title, and telephone number of a contact person at PharMerica to whom complaints and/or questions can be addressed, and
 - e. Information on where the request should be directed if PharMerica does not maintain the PHI requested, but knows where the records are maintained.

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9. **Process for Review of Denial.** If access to PHI is denied and the patient has the right to appeal the denial as provided above, the patient can request a review of the denial by a licensed healthcare professional in accordance with the following procedure:
 - a. The patient shall submit to the Privacy Officer a written request to review the denial.
 - b. The Privacy Officer shall promptly refer the request to the licensed healthcare professional designated to act as a reviewing official and who did not participate in the original decision to deny access to PHI.
 - c. The designated healthcare professional shall determine, within a reasonable period of time, whether or not to deny access to PHI and notify the Privacy Officer of the decision, in writing.
 - d. The Privacy Officer shall promptly notify in writing the patient of the decision.
 - e. If the designated healthcare professional overturns the original denial and grants access to PHI, the patient shall be provided access to PHI, as described in this policy.

10. **Permitted Fees.** PharMerica may charge a reasonable, cost-based fee for providing copies of PHI to the patient which may include:
 - a. Labor costs for copying, not to exceed the per page charge permitted by state law, (Labor for copying shall include only labor for creating and delivering the electronic or paper copy in the form and format requested or agreed upon by the individual, once the PHI that is responsive to the request has been identified, retrieved or collected, compiled and/or collated, and is ready to be copied.)
 - b. Supplies for creating the paper copy or electronic media, if the patient requests that the electronic copy be provided on portable media. (PharMerica may not require an individual to purchase portable media);
 - c. Postage costs, when the patient requested that the copy of PHI be mailed, not to exceed the maximum charge permitted under state law, and

PharMerica will inform the patient/personal representative in advance of the approximate fee that may be charged for the copy of PHI requested. If a patient/personal representative requests, PharMerica will provide the individual with a breakdown of the charges for labor, supplies, and postage, if applicable, that make up the total fee charged.


11. **Flat Fee Option.** PharMerica may choose to charge a flat fee for all requests for electronic copies of PHI maintained electronically, provided the fee does not exceed \$6.50, inclusive of all labor, supplies, and any applicable postage.

12. **Prohibited Fees.** PharMerica shall not impose fees in excess of PharMerica’s labor costs for responding to a patient’s request for copies of PHI maintained in the Designated Record Set

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if such copies are in an electronic form. PharMerica shall not charge for any costs associated with verification, documentation, searching for and retrieving the PHI, maintaining systems, recouping capital for data access, storage, or infrastructure or other costs not listed above even if such costs are authorized by State law. PharMerica will not charge any fees if a patient/personal representative requests to view and inspect PHI.

13. **Documentation.** PharMerica shall retain for at least six (6) years from the effective date the requests for access PHI, the applicable correspondence with the patient regarding the access, documentation related to the actions taken to respond to the requests for access, the Designated Record Sets that are subject to access by patient, and the titles of the persons or offices responsible for receiving and processing requests for access by patients.
14. **State Law Compliance.** Some states do not permit healthcare providers to deny patients’ request to access and copy their medical records. As a result, PharMerica shall ensure that any requests to deny access to PHI are consistent with applicable state law.

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| HIPAA Policy Title: Form 9(A-1): Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(A-1) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

REQUEST TO ACCESS PROTECTED HEALTH INFORMATION (“PHI”)

PharMerica
805 N. Whittington Pkwy
Suite 400
Louisville, KY 40222
Attn: Privacy Officer

Patient’s Name _____ Patient’s Date of Birth _____

Patient’s Address/Phone _____

PHI to be released/accessed (check as applicable):

| | | |
|--|---|---|
| <input type="checkbox"/> Entire Pharmacy Record | <input type="checkbox"/> Billing Record | <input type="checkbox"/> Medications List |
| <input type="checkbox"/> Other (please describe) | | |

Date(s) of Service of PHI Requested: From Date: _____ To Date: _____

All Dates of Service

I request that PHI be provided in the following format (if readily reproducible in this format):

- Paper Copy Electronic Copy via (check below):
- CD Encrypted E-Mail (to e-mail address below)
- Unencrypted E-Mail (to e-mail address below)


I request that PHI specified above be provided:

- To undersigned patient/patient’s personal representative
- To the following person/entity: _____

I request that access to PHI be provided by the following method:

- Personal pick-up or inspection
- Mailed to the following address: _____
- Emailed to the following e-mail address: _____
- Other (specify) _____

IMPORTANT ACKNOWLEDGMENT: I understand that unencrypted e-mail is not secure and while in transit the e-mail can be intercepted and viewed by others. I understand that the CD is not encrypted and that if I request my electronic PHI to be placed on a CD, I am responsible for safeguarding information contained on the CD. By requesting to receive my PHI by unencrypted e-mail or electronically on a CD, I acknowledge that I understand these risks and I accept these risks.

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| HIPAA Policy Title: Form 9(A-1): Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(A-1) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |


I understand that I may be charged a reasonable fee for the costs of labor for copying, postage, supplies as permitted by HIPAA Privacy Regulations and applicable state law. I will be informed in advance of the approximate fee that may be charged for the copy of PHI I requested.

Printed Name: _____

Signature: _____ Date: _____

Relationship: (Check One)

- Patient Personal Representative (Documentation Attached)
- Parent Legal Guardian (Documentation Attached)

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| HIPAA Policy Title: Form 9(A-2): Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(A-2) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

REQUEST TO ACCESS PROTECTED HEALTH INFORMATION (“PHI”)

Amerita, Inc.
 Attn: Privacy Officer
 7307 South Revere Parkway, Suite 200
 Centennial, CO 80112

Patient’s Name _____ Patient’s Date of Birth _____

Patient’s Address/Phone _____

PHI to be released/accessed (check as applicable):

| | | |
|--|---|---|
| <input type="checkbox"/> Entire Pharmacy Record | <input type="checkbox"/> Billing Record | <input type="checkbox"/> Medications List |
| <input type="checkbox"/> Other (please describe) | | |

Date(s) of Service of PHI Requested: From Date: _____ To Date: _____

All Dates of Service

I request that PHI be provided in the following format (if readily reproducible in this format):

- Paper Copy Electronic Copy via (check below):
- CD Encrypted E-Mail (to e-mail address below)
- Unencrypted E-Mail (to e-mail address below)


I request that PHI specified above be provided:

- To undersigned patient/patient’s personal representative
- To the following person/entity: _____

I request that access to PHI be provided by the following method:

- Personal pick-up or inspection
- Mailed to the following address: _____
- Emailed to the following e-mail address: _____
- Other (specify) _____

IMPORTANT ACKNOWLEDGMENT: I understand that unencrypted e-mail is not secure and while in transit the e-mail can be intercepted and viewed by others. I understand that the CD is not encrypted and that if I request my electronic PHI to be placed on a CD, I am responsible for safeguarding information contained on the CD. By requesting to receive my PHI by unencrypted e-mail or electronically on a CD, I acknowledge that I understand these risks and I accept these risks.

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| HIPAA Policy Title: Form 9(A-2): Request to Access Protected Health Information |  |
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I understand that I may be charged a reasonable fee for the costs of labor for copying, postage, supplies as permitted by HIPAA Privacy Regulations and applicable state law. I will be informed in advance of the approximate fee that may be charged for the copy of PHI I requested.

Printed Name: _____

Signature: _____ Date: _____

Relationship: (Check One)

- Patient Personal Representative (Documentation Attached)
- Parent Legal Guardian (Documentation Attached)

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| HIPAA Policy Title: Form 9(A-3): Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(A-3) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

REQUEST TO ACCESS PROTECTED HEALTH INFORMATION (“PHI”)

**ChemRx Pharmacy Services, LLC
Attn: Privacy Officer
750 Park Place
Long Beach, NY 11561**

Patient’s Name _____ Patient’s Date of Birth _____

Patient’s Address/Phone _____

PHI to be released/accessed (check as applicable):

| | | |
|--|---|---|
| <input type="checkbox"/> Entire Pharmacy Record | <input type="checkbox"/> Billing Record | <input type="checkbox"/> Medications List |
| <input type="checkbox"/> Other (please describe) | | |

Date(s) of Service of PHI Requested: From Date: _____ To Date: _____

All Dates of Service

I request that PHI be provided in the following format (if readily reproducible in this format):

- Paper Copy Electronic Copy via (check below):
- CD Encrypted E-Mail (to e-mail address below)
- Unencrypted E-Mail (to e-mail address below)


I request that PHI specified above be provided:

- To undersigned patient/patient’s personal representative
- To the following person/entity: _____

I request that access to PHI be provided by the following method:

- Personal pick-up or inspection
- Mailed to the following address: _____
- Emailed to the following e-mail address: _____
- Other (specify) _____

IMPORTANT ACKNOWLEDGMENT: I understand that unencrypted e-mail is not secure and while in transit the e-mail can be intercepted and viewed by others. I understand that the CD is not encrypted and that if I request my electronic PHI to be placed on a CD, I am responsible for safeguarding information contained on the CD. By requesting to receive my PHI by unencrypted e-mail or electronically on a CD, I acknowledge that I understand these risks and I accept these risks.

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| HIPAA Policy Title: Form 9(A-3): Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(A-3) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |


I understand that I may be charged a reasonable fee for the costs of labor for copying, postage, supplies as permitted by HIPAA Privacy Regulations and applicable state law. I will be informed in advance of the approximate fee that may be charged for the copy of PHI I requested.

Printed Name: _____

Signature: _____ Date: _____

Relationship: (Check One)

- Patient Personal Representative (Documentation Attached)
- Parent Legal Guardian (Documentation Attached)

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| HIPAA Policy Title: Form 9(A-4): Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(A-4) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

REQUEST TO ACCESS PROTECTED HEALTH INFORMATION (“PHI”)

**Onco360 Oncology Pharmacy
Attn: Privacy Officer
13410 Eastpoint Centre Drive
Louisville, KY 40223**

Patient’s Name _____ Patient’s Date of Birth _____

Patient’s Address/Phone _____

PHI to be released/accessed (check as applicable):

| | | |
|--|---|---|
| <input type="checkbox"/> Entire Pharmacy Record | <input type="checkbox"/> Billing Record | <input type="checkbox"/> Medications List |
| <input type="checkbox"/> Other (please describe) | | |

Date(s) of Service of PHI Requested: From Date: _____ To Date: _____

All Dates of Service

I request that PHI be provided in the following format (if readily reproducible in this format):

- Paper Copy Electronic Copy via (check below):
- CD Encrypted E-Mail (to e-mail address below)
- Unencrypted E-Mail (to e-mail address below)


I request that PHI specified above be provided:

- To undersigned patient/patient’s personal representative
- To the following person/entity: _____

I request that access to PHI be provided by the following method:

- Personal pick-up or inspection
- Mailed to the following address: _____
- Emailed to the following e-mail address: _____
- Other (specify) _____

IMPORTANT ACKNOWLEDGMENT: I understand that unencrypted e-mail is not secure and while in transit the e-mail can be intercepted and viewed by others. I understand that the CD is not encrypted and that if I request my electronic PHI to be placed on a CD, I am responsible for safeguarding information contained on the CD. By requesting to receive my PHI by unencrypted e-mail or electronically on a CD, I acknowledge that I understand these risks and I accept these risks.

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| HIPAA Policy Title: Form 9(A-4): Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(A-4) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |


I understand that I may be charged a reasonable fee for the costs of labor for copying, postage, supplies as permitted by HIPAA Privacy Regulations and applicable state law. I will be informed in advance of the approximate fee that may be charged for the copy of PHI I requested.

Printed Name: _____

Signature: _____ Date: _____

Relationship: (Check One)

- Patient Personal Representative (Documentation Attached)
- Parent Legal Guardian (Documentation Attached)

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|--|---|
| HIPAA Policy Title: Form 9(A-5): Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(A-5) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

REQUEST TO ACCESS PROTECTED HEALTH INFORMATION (“PHI”)

**CareMed Specialty Pharmacy
Attn: Privacy Officer
13410 Eastpoint Centre Drive
Louisville, KY 40223**

Patient’s Name _____ Patient’s Date of Birth _____

Patient’s Address/Phone _____

PHI to be released/accessed (check as applicable):

| | | |
|--|---|---|
| <input type="checkbox"/> Entire Pharmacy Record | <input type="checkbox"/> Billing Record | <input type="checkbox"/> Medications List |
| <input type="checkbox"/> Other (please describe) | | |

Date(s) of Service of PHI Requested: From Date: _____ To Date: _____

All Dates of Service

I request that PHI be provided in the following format (if readily reproducible in this format):

- Paper Copy Electronic Copy via (check below):
- CD Encrypted E-Mail (to e-mail address below)
- Unencrypted E-Mail (to e-mail address below)


I request that PHI specified above be provided:

- To undersigned patient/patient’s personal representative
- To the following person/entity: _____

I request that access to PHI be provided by the following method:

- Personal pick-up or inspection
- Mailed to the following address: _____
- Emailed to the following e-mail address: _____
- Other (specify) _____

IMPORTANT ACKNOWLEDGMENT: I understand that unencrypted e-mail is not secure and while in transit the e-mail can be intercepted and viewed by others. I understand that the CD is not encrypted and that if I request my electronic PHI to be placed on a CD, I am responsible for safeguarding information contained on the CD. By requesting to receive my PHI by unencrypted e-mail or electronically on a CD, I acknowledge that I understand these risks and I accept these risks.

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| HIPAA Policy Title: Form 9(A-5): Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(A-5) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |


I understand that I may be charged a reasonable fee for the costs of labor for copying, postage, supplies as permitted by HIPAA Privacy Regulations and applicable state law. I will be informed in advance of the approximate fee that may be charged for the copy of PHI I requested.

Printed Name: _____

Signature: _____ Date: _____

Relationship: (Check One)

- Patient Personal Representative (Documentation Attached)
- Parent Legal Guardian (Documentation Attached)

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|---|---|
| HIPAA Policy Title: Form #9(B): Notice of Denial of Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(B) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Date of Information Request: _____

1. Check one of the following:

- Your request to inspect/copy your protected health information (“PHI”) has been denied in its entirety for the reason indicated below.
- Your request to inspect/copy your PHI has been approved in part and the requested records are enclosed. Your request to inspect your PHI has been denied in part for the reason indicated below.

2. Reason for Denial of Access to PHI (check the applicable boxes below):

Under Federal law, you do not have the right to request a review of this denial. Your request has been denied because:


- The information you requested is not contained in our organization’s records that you are permitted by law to access.
- Our organization does not have possession of the PHI you requested (check one of the following)
 - We do not know where the PHI you requested are maintained.
 - Please contact the following individual/entity that maintains your PHI:

- You have the right under Federal law to request a review of this denial by submitting a written request to our Privacy Officer at the address listed in Paragraph 4 of this Notice of Denial. Your request has been denied because a licensed healthcare professional has determined that inspection/copying of the PHI requested is likely to endanger the physical safety of or cause substantial harm to the patient or another person.

3. Procedure for Review of Denied Request to Access PHI.

In certain situations, patients or their personal representatives may seek a review of a denied request for access to PHI. Section 2 of this Notice of Denial (see above) will indicate whether your denial is subject to review. The purpose of this Section 3 is to describe the procedure for reviewing denied requests to access PHI:

- a. To request a review, you must send a written notice requesting such review to our Privacy Officer at the address listed in Section 4 of this Notice of Denial.
- b. Upon receipt of your request, we will designate a licensed healthcare professional, who was not directly involved in the original denial, to review the decision to deny access.
- c. The designated licensed healthcare professional will determine within a reasonable period

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| HIPAA Policy Title: Form #9(B): Notice of Denial of Request to Access Protected Health Information |  |
| HIPAA Form Number: #9(B) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |


of time, whether to grant or deny access to the requested PHI.

- d. Once a determination has been made, you will be provided prompt written notice of the determination.

4. How to Complain About Denied Access to PHI

You have the right to complain about this denial to our Privacy Officer at PharMerica, 805 N. Whittington Parkway, Suite 400, Louisville, KY 40222, 866-209-2178. You also have the right to submit a complaint about this denial to the Secretary of the United States Department of Health and Human Services.

Completed by: _____ Date: _____

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| HIPAA Policy Title: Patient’s Right to Accounting of Disclosures of Protected Health Information |  |
| HIPAA Policy Number: #10 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to permit its patients to request an accounting of disclosures of Protected Health Information (“PHI”) and to respond to such requests in accordance with applicable legal requirements. The purpose of this policy is to establish procedures and requirements for:

- Processing patient requests for an accounting, and
- Temporary suspension of a patient’s right to receive an accounting of certain disclosures.

PROCEDURE:


1. **Right to Receive Accounting of Disclosures.** PharMerica’s patients have the right to receive an accounting of certain disclosures of PHI made by PharMerica and PharMerica’s Business Associates during the six years prior to the date of the request. The request for an accounting shall be submitted in writing by a patient to the Privacy Officer. *Form #10(A), Request for Accounting of Disclosures of Protected Health Information* may be used if desired. The disclosures to be included in the accounting are those referenced in *Policy #3, Disclosure of Protected Health Information in Legal Proceedings*, and *Policy #4, Use and Disclosure of Protected Health Information in Special Circumstances*, other than disclosures made:

- a. To Federal officials for national security or intelligence purposes (See *Policy #4, Use and Disclosure of Protected Health Information in Special Circumstances*), or
- b. To correctional facilities or law enforcement officials with respect to inmates (see *Policy #4, Use and Disclosure of Protected Health Information in Special Circumstances*).

NOTE: Accountings need not include disclosures which are (1) for the purposes of Treatment, Payment or Healthcare Operations, until such time as such accounting is required in accordance with the HITECH Act and the regulations promulgated thereunder, (2) to the patient, (3) pursuant to an Authorization, (4) as part of a limited data set, and (5) incident to a use or disclosure otherwise permitted or required by the Privacy Regulations. Examples of the types of disclosures which need to be included in accountings provided to the patient are set forth in Exhibit 1 to this *Policy*.

2. **Contents of Accounting.** The accounting provided to the patient must include:

- a. The date of the disclosure,
- b. The name and address (if known) of the entity or person who received the PHI,
- c. A brief description of the PHI disclosed, and

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| HIPAA Policy Title: Patient’s Right to Accounting of Disclosures of Protected Health Information |  |
| HIPAA Policy Number: #10 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

d. A brief statement of the purpose of the disclosure (reasonably informing the patient of the basis for the disclosure), or in place of such a statement, a copy of the written request for the disclosure.

If, during the period covered by the accounting, PharMerica made multiple disclosures of PHI to the same person or entity for a single purpose covered by *Policy #3, Disclosure of Protected Health Information in Legal Proceedings*, or *Policy #4, Use and Disclosure of Protected Health Information in Special Circumstances*, the written accounting may, with respect to the multiple disclosures, provide:


- The information listed in subparagraphs (a) through (d) above for the first disclosure during the accounting period,
- The frequency or number of disclosures made during the accounting period, and
- The date of the last disclosure during the accounting period.

3. **Disclosures for Research Purposes.** If, during the period covered by the accounting, PharMerica made multiple disclosures of PHI for a particular Research purpose, consistent with the *Policy #19, Use and Disclosure of PHI for Research*, for 50 or more patients, the written accounting may, with respect to such disclosures for which the PHI of a particular patient may have been included, provide:

- The name of the protocol or other Research activity,
- A description, in plain language, of the Research protocol or other Research activity, including the purpose of the Research and the criteria for selecting the particular records,
- A brief description of the PHI that was disclosed,
- The date or period of time during which the disclosures occurred, or may have occurred, including the date of the last disclosure during the accounting period;
- The name, address and telephone number of the entity that sponsored the Research and of the researcher to whom PHI was disclosed, and
- A statement that the PHI may or may not have been disclosed for a particular Research protocol or other Research activity.

If PharMerica provides an accounting of disclosures for Research purposes consistent with this Paragraph, and if it is reasonably likely that the PHI of the patient was disclosed for such Research purpose, at the request of the patient, PharMerica shall assist the patient with contacting the entity that sponsored the Research and the researcher.

4. **Tracking Disclosures.** For purposes of responding to patient requests for accounting, PharMerica shall track its disclosures of PHI which are subject to the accounting

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| HIPAA Policy Title: Patient’s Right to Accounting of Disclosures of Protected Health Information |  |
| HIPAA Policy Number: #10 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |


requirements of this Policy. Such disclosures may be tracked by utilizing *Form #10(B), Disclosure Tracking Log* or through another method as determined by PharMerica.

5. Processing Requests for Accounting of Disclosures.

- a. Upon receiving a request for accounting, the Privacy Officer or a designee shall verify whether there is a temporary suspension of the patient’s right to receive an accounting (see Paragraph 5 below),
- b. The Privacy Officer or a designee shall determine whether any of PharMerica’s Business Associates have made disclosures of PHI which would need to be listed on the accounting of disclosures provided to the patient,
- c. The Privacy Officer or a designee shall review all PharMerica records concerning the patient to identify the disclosures of PHI required to be included in an accounting.
- d. The Privacy Officer or a designee may use *Form #10(C), Accounting of Disclosures of Protected Health Information*, to compile a written accounting of disclosures of PHI, and
- e. The Privacy Officer or a designee shall provide the accounting to the patient or the patient’s personal representative within 60 days after receiving the written request. One 30-day extension is permitted so long as PharMerica provides the patient with a written statement in the form of *Form #10(D), Notification of Delay in Processing Request for Accounting of Disclosures of Protected Health Information*, within the original 60-day deadline, specifying the reasons for the delay and the date by which PharMerica will provide the accounting.

6. Temporary Suspension of Right to Receive Accounting of Disclosures. A health oversight agency or a law enforcement official may request that a patient’s right to receive an accounting be suspended for the time specified by the agency or official if the accounting would reasonably likely impede the agency’s activities. The request may be made orally or in writing. If the request is in writing, the request must specify the period of suspension and PharMerica shall suspend the patient’s right for accounting pursuant to such written request. If made orally, PharMerica shall (a) document the statement, including the identity of the agency or official making the statement, (b) temporarily suspend the patient’s right to an accounting of disclosures subject to the statement, and (c) limit the temporary suspension to no longer than 30 days from the date of the oral statement, unless a written statement pursuant to the above paragraph is submitted during that time.

7. Fees for Accounting of Disclosures. PharMerica must provide one accounting (upon request) to each patient in any 12-month period without charge. For any additional requests made by the same patient within the 12-month period, PharMerica may charge a reasonable cost-based fee for copying and labor so long as the patient is notified of the fee and is given an opportunity to withdraw or modify the request to avoid or reduce such fee.

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| HIPAA Policy Title: Patient’s Right to Accounting of Disclosures of Protected Health Information |  |
| HIPAA Policy Number: #10 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

8. **Documentation and Retention of Accounting of Disclosures.** PharMerica must document and retain for at least six years from the date of creation, as applicable, the following:
- a. The information required to be included in the accounting,
 - b. The written accounting provided to the patient, and
 - c. The titles of the persons or offices responsible for receiving and processing requests for an accounting by patients.



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|---|---|
| HIPAA Policy Title: Patient’s Right to Accounting of Disclosures of Protected Health Information |  |
| HIPAA Policy Number: #10 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Exhibit #1

Examples of Disclosures to be Included in Accountings Provided to Patients

The following is a non-exclusive list of examples of the types of disclosures that PharMerica must account for when responding to a patient’s request for an accounting. PharMerica must account for disclosures made:

- To law enforcement officials
- To attorneys or courts for litigation (unless the patient provides Authorization)
- To public health authorities as required by law (e.g., reports of abuse):
- To coroners and funeral directors
- To state boards (e.g., to Board of Pharmacy for purposes of professional misconduct investigation)
- To health oversight agencies, including:
 - Medical licensing boards
 - State nursing boards
 - State insurance departments
 - Centers for Medicare and Medicaid Services
 - DEA
 - FDA
- Disclosures for purposes of workers’ compensation

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| HIPAA Policy Title: Form #10(A): Request for Accounting of Disclosures of Protected Health Information |  |
| HIPAA Form Number: #10(A) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Date of Request: _____

Patient Name: _____

Patient Address: _____

Mailing Address for Accounting of Disclosures (if different than above):


I would like an accounting of all disclosures of my health information during the following time period: _____

I understand that the first request for accounting in any 12 month period is free. If this is not my first request in a 12 month period, there may be a fee charged for the accounting I have requested, in which case I will be informed of such fee and will be given an opportunity to withdraw or modify my request to avoid or reduce the fee. I also understand that the accounting will be provided to me within 60 days unless I am notified in writing to the contrary.


 Signature of Patient or Personal Representative

Submit this completed form to PharMerica at:
 PharMerica
 805 N. Whittington Pkwy
 Suite 400
 Louisville, KY 40222
 Attn: Privacy Officer


| | |
|---|--|
| For PharMerica Use Only: | |
| Date Request Received: | _____ |
| Date Accounting Sent to Patient: | _____ |
| Extension to 60-Day Response Period ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Reason for Extension: | _____ _____ |
| Date Patient Notified in Writing of Extension: | _____ |
| Name of Staff Member Processing Request: | _____ |

| | | |
|---|--|---|
| HIPAA Policy Title: Form #10(B): Disclosure Tracking Log | |  PharMerica <small>Value. Trust. Performance.</small> |
| HIPAA Form Number: #10(B) | | Revised on: January 1, 2011, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | | |

| DISCLOSURE TRACKING LOG FORM #10(B) | | | |
|--|---------------|--------------------------------------|---------------------------------|
| PATIENT NAME: _____ | | | |
| DATE OF BIRTH: _____ | | | |
| DATE OF DISCLOSURE | PHI DISCLOSED | NAME AND ADDRESS OF RECIPIENT OF PHI | PURPOSE OF DISCLOSURE (EXPLAIN) |
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| HIPAA Policy Title: Form #10(C): Accounting of Disclosures of Protected Health Information |  |
| HIPAA Form Number: #10(C) | Revised on: January 1, 2011, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

| ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION FORM #10(C) | | | | |
|--|--|------------------------------------|--|--|
| Patient’s Name: | | Patient’s Address:: | | Account Number: |
| Accounting Period = Start Date: | | End Date: | Request Date: | Accounting Date: |
| Date of Disclosure | Name of Person or Entity Receiving PHI (Include address, if known) | Brief Description of PHI Disclosed | Brief Statement of Purpose of Disclosure(or attach copy of written request for disclosure) | Multiple Disclosures to Same Person or Entity for the Same Purpose During Period Covered?(check one) |
| | | | <hr/> Copy of Written Request for Disclosure Attached? | <input type="checkbox"/> No <input type="checkbox"/> Yes (check each box) <input type="checkbox"/> Information described in previous columns was provided for the first disclosure. <input type="checkbox"/> Description of frequency or number of disclosures. _____ <input type="checkbox"/> Date of the last disclosure in the accounting period. _____ |
| | | | <hr/> Copy of Written Request for Disclosure Attached? | <input type="checkbox"/> No <input type="checkbox"/> Yes (check each box) <input type="checkbox"/> Information described in previous columns was provided for the first disclosure. <input type="checkbox"/> Description of frequency or number of disclosures. _____ <input type="checkbox"/> Date of the last disclosure in the accounting period. _____ |

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| HIPAA Policy Title: Form #10(D): Notification of Delay in Processing Request for Accounting of Disclosures of Protected Health Information |  |
| HIPAA Form Number: #10(D) | Revised on: January 1, 2011, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

**Notification of Delay in Processing
 Request for Accounting of Disclosures of Protected Health Information**

[Date]

[Name of Patient]
 Address
 City, State, ZIP Code


Dear [Name of Patient]:

We are experiencing a delay in responding to your request for an accounting of disclosures of your health information, dated _____. The reason for this delay is:

The accounting you requested will be provided to you by _____ [insert date] _____.

Sincerely,

Privacy Officer


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|---|---|
| HIPAA Policy Title: Patient’s Right to Request Amendment of Protected Health Information |  |
| HIPAA Policy Number: #11 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to permit patients to request an amendment of their Protected Health Information (“PHI”) and to respond to such requests in accordance with applicable legal requirements. The purpose of this policy is to:

- Provide guidance for processing patient requests to amend their PHI,
- Detail the process for making amendments to PHI and notifying other parties of any amendments,
- Identify circumstances when a request to amend PHI may be denied, and
- Provide guidance for future disclosures.

PROCEDURE:

1. **Right to Amendment.** Individuals have a right to request an amendment of the PHI or a record about the patient contained in the Designated Record Set as long as the PHI is maintained in the Designated Record Set. Any requests for an amendment must be in writing and provide a reason to support a requested amendment. *Form #11(A), Request for Amendment of Protected Health Information* may be used to submit a request for amendment.
2. **Processing Requests for Amendment.**
 - a. Requests for amendment shall be sent to the Privacy Officer.
 - b. Unless an earlier timeframe is required under the applicable state law, the Privacy Officer or a designee shall either approve or deny the request in writing no later than 60 days after the receipt of the request. One 30-day extension is permitted so long as the patient is provided with a written statement by the initial deadline listing the reasons for the delay and the date by which PharMerica will act on the request. (See *Form #11(B), Notification of Delay in Processing Request to Amend Protected Health Information.*)
3. **Amendment.** If PharMerica agrees to make a requested amendment, designated PharMerica personnel shall:
 - Make the appropriate amendment to the PHI or record that is the subject of the request for amendment by identifying the records in the Designated Record Set that are affected by the amendment and appending or otherwise providing a link to the location of the amendment,
 - Timely inform the patient that the amendment is accepted utilizing *Form #11(C), Acceptance of Request to Amend Protected Health Information* and obtain the patient's identification of and agreement to have PharMerica notify the relevant persons with which the amendment needs to be shared,


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| HIPAA Policy Title: Patient’s Right to Request Amendment of Protected Health Information |  |
| HIPAA Policy Number: #11 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

- Make reasonable efforts to inform and provide the amended PHI to the person(s) identified by the patient as needing the amendment and to any other individuals or entities, including Business Associates, that PharMerica knows have the PHI that is subject to the amendment and may have relied or could foreseeably rely on the PHI to the detriment of the patient.


4. Denial of Amendment.

- a. A request for an amendment may be denied if it is determined by PharMerica that the PHI or record subject to the request:
 - Was not created by PharMerica, unless the patient provides a reasonable basis to believe that the originator of PHI is no longer available to act on the requested amendment,
 - Is not a part of the Designated Record Set,
 - Is not subject to patient access (Refer to Paragraph 4(a) of *Policy #9, Patient’s Right of Access to PHI*), or
 - Is accurate and complete.
- b. The denial notice shall be in plain language and sent to the patient utilizing *Form #11(D), Denial of Request to Amend Protected Health Information*. The denial notice must contain: (a) the basis for the denial, (b) the individual’s right to submit a written statement disagreeing with the denial and how the patient may file such a statement, (c) statement that, if the patient does not submit a statement of disagreement, the patient may request that PharMerica provide the patient’s request for amendment and the denial with any future disclosures of the PHI that is the subject of the amendment, and (d) description of how the individual may complain to PharMerica or to the Secretary of the HHS.
- c. The patient has the right to submit a statement of disagreement disagreeing with the denial of all or part of a requested amendment and the basis of such disagreement, as instructed in the notice of denial (*Form #11(D)*). PharMerica may prepare a written rebuttal to the patient’s statement of disagreement and any rebuttal prepared must be provided to the patient.
- d. PharMerica shall, as appropriate, identify the record or PHI in the Designated Record Set that is the subject of the disputed amendment and append or otherwise link the patient’s request for an amendment, PharMerica’s denial of the request, the patient’s statement of disagreement, if any, and PharMerica’s rebuttal, if any, to the Designated Record Set.

5. Future Disclosures.

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|---|---|
| HIPAA Policy Title: Patient’s Right to Request Amendment of Protected Health Information |  |
| HIPAA Policy Number: #11 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

- a. If a statement of disagreement was submitted by the patient, any subsequent disclosure of PHI involved in the disagreement shall include the request for amendment, the denial, the statement of disagreement, the rebuttal, or an accurate summary of this information.
- b. If a statement of disagreement was not submitted and if the patient requests, PharMerica shall provide the request for amendment and the denial, or a summary of this information, with any subsequent disclosure of PHI related to the request.
6. **Receipt of Notices of Amendment from Others.** If PharMerica receives notification from another Covered Entity that a patient’s PHI has been amended, PharMerica shall incorporate the amended information into the Designated Record Set.
7. **Documentation.** All requests, responses, denials, statements of disagreement, rebuttals, amendments and titles of the persons responsible for receiving and processing requests for amendments shall be retained in the PHI for at least six (6) years from the date of creation, or as long as the PHI are maintained, whichever is longer.

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| HIPAA Policy Title: Form #11(A): Request for Amendment of Protected Health Information |  |
| HIPAA Form Number: #11(A) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity ("PharMerica") | |

Patient Name: _____

Patient Address: _____

Date of Birth: _____

Date of record to be amended: _____

Type of record to be amended: Pharmacy Record Billing Record Other (describe)

Please explain how the record is incorrect or incomplete and describe your requested changes:

By signing this form, I understand that, in the event this request for amendment is accepted, the amended information will be disclosed to any persons or entities that may have relied or could foreseeably rely on the information described above to my detriment, and I hereby authorize any such disclosures.

Signature of Patient or Personal Representative

Date

You may submit this completed form to PharMerica in person or by mailing this form to:

PharMerica
805 N. Whittington Pkwy
Suite 400
Louisville, KY 40222
Attn: Privacy Officer

For PharMerica Use Only:


Date Received _____ Amendment has been: Accepted Denied

If denied, check reason for denial:

- PHI was not created by PharMerica
- PHI is not a part of the PHI
- Patient is not legally entitled to access the PHI.
- PHI is accurate and complete

Name of Employee

Date

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| HIPAA Policy Title: Form #11(B): Notification of Delay in Processing Request to Amend Protected Health Information |  |
| HIPAA Form Number: #11(B) | Revised on: January 1, 2011, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

**Notification of Delay in Processing
Request to Amend Protected Health Information**

[Date]

[Name of Patient]
Address
City, State, ZIP Code

Dear [Name of Patient]:


Your request for an amendment of your pharmacy records, dated _____, is still under consideration. We are experiencing a delay in responding to your request because:

- The records are stored off-site.
- We need additional time to investigate your requested amendment.
- Other: _____

We will notify you of our decision by _____ [insert date] _____.

Sincerely,

Privacy Officer

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| HIPAA Policy Title: Form #11(C) Acceptance of Request to Amend Protected Health Information |  |
| HIPAA Form Number: #11(C) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Acceptance of Request to Amend Protected Health Information

[Date]

[Name of Patient]

Address


City, State, ZIP Code

Dear [Name of Patient]:

This is to inform you that your request to amend information in your pharmacy or billing records has been accepted.

Please let us know if there are persons with whom you would this amendment needs to be shared. By providing us with names and contact information of these person, you authorize us to inform them of this amendment.

Privacy Officer

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| HIPAA Policy Title: Form #11(D): Denial of Request to Amend Protected Health Information |  |
| HIPAA Form Number: #11(D) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Denial of Request to Amend Protected Health Information

[Date]

[Name of Patient or Personal Representative]

Address

City, State, ZIP Code

Dear [Name of Patient or Personal Representative]:

This is to inform you that your request to amend information in your pharmacy or billing records is being denied because this information:

- Was not created by PharMerica (Check one of the following):
 - PharMerica does not know where the information is maintained.
 - Please contact the following individual/entity that maintains this information:


- Is not part of the medical information we keep that is used to make decisions about your care
- Is not information which by law you have the right to access
- Is accurate and complete

If you disagree with our conclusion, you may submit to the Privacy Officer a written statement of disagreement. If you do not wish to submit a written statement of disagreement, you may still request that we provide your request for amendment and our denial with any further disclosures of the protected health information that you requested to amend. Submit your written statement of disagreement or other request to:

PharMerica
805 N. Whittington Pkwy
Suite 400
Louisville, KY 40222
Attn: Privacy Officer

Should you wish to file a complaint regarding this issue, you may submit your complaint in writing to the Privacy Officer at the address listed above. You also may file a complaint with the Secretary of the Department of Health and Human Services.

Privacy Officer

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| HIPAA Policy Title: Patient’s Right to Request Confidential Communication of Protected Health Information |  |
| HIPAA Policy Number: #12 | Revised on: January 1, 2011, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |


POLICY: It is the policy of PharMerica to accommodate patients’ reasonable requests for confidential communication of their Protected Health Information (“PHI”) in accordance with applicable legal requirements. The purpose of this policy is to:

- Provide guidance for handling patients’ requests to communicate their PHI to them using a specified communication method or at specified locations, and
- To identify situations in which PharMerica is not required to comply with patients’ communication requests.


PROCEDURE:

1. **Confidential Communication Requests.**

- a. If a patient requests that any communications from PharMerica to the patient be made using a specific communication method or at a specific location, PharMerica personnel shall instruct the patient to complete *Form #12, Request for Confidential Communication of Protected Health Information*. This form must be submitted to the Privacy Officer. Examples of confidential communication requests include, but are not limited to:
 - Telephone calls to a specific telephone number,
 - Mail to a specific mailing address,
 - A request for only telephone communication, or
 - A request to contact the patient only at work or only at home.
- b. Upon receipt of a completed *Form #12*, Privacy Officer or designee shall review the request and determine if it is administratively feasible for PharMerica to accommodate the request. PharMerica is not required to accommodate a patient’s request for confidential communication of PHI if the patient fails to provide to PharMerica:
 - A specific address, telephone number or other method of contact, or
 - Information about how payment for pharmacy services will be handled.
- c. PharMerica shall not require the patient to explain the basis for a request as a condition to accommodate the request for confidential communication.
- d. If it is determined that PharMerica will accommodate the request, PharMerica personnel shall:
 - Place a copy of the submitted *Form #12* in the patient’s pharmacy and billing records, and
 - To the extent necessary to accommodate the patient’s request, inform all appropriate individuals responsible for communicating with the patient.

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| HIPAA Policy Title: Patient’s Right to Request Confidential Communication of Protected Health Information |  |
| HIPAA Policy Number: #12 | Revised on: January 1, 2011, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

2. **Documentation.** PharMerica shall retain all written requests for confidential communication for at least six (6) years from the time the requests are received.

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| HIPAA Policy Title: Form #12: Request for Confidential Communication of Protected Health Information |  |
| HIPAA Form Number: #12 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Name of Patient: _____

Patient’s Date of Birth: _____ Address : _____

By signing below, I request that PharMerica (“PharMerica”) communicate with me using the communication method and/or contact information noted below.

Signature of Patient or Personal Representative: _____

Date: _____

Please indicate the methods and/or contact information we should use to contact you or to submit bills for pharmacy services:

Telephone Number: _____

Mailing Address: _____

Other Contact Information: _____


Communication Method: _____

Additional Instructions: _____

NOTE: We will honor your request only if administratively feasible. This request will remain in effect until you notify PharMerica in writing requesting a change.

Submit this completed form to PharMerica at:

PharMerica
 805 N. Whittington Pkwy
 Suite 400
 Louisville, KY 40222
 Attn: Privacy Officer

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| HIPAA Policy Title: Patient’s Right to Request Restrictions on Use and Disclosure of Protected Health Information |  |
| HIPAA Policy Number: #13 | Revised on: January 1, 2011, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to comply with applicable legal requirements regarding patients’ requests to restrict use and disclosure of their Protected Health Information (“PHI”). The purpose of this Policy is to:

- Describe the process for considering and responding to patients’ requests for restrictions on use or disclosure of their PHI, and
- Provide guidance regarding termination of previously agreed-upon restrictions.


PROCEDURE:

1. **Requests for Restrictions on Use and Disclosure of PHI.**

- a. A patient has the right to request that PharMerica restrict:
 - Use or disclosure of the patient’s PHI for Treatment, Payment or Healthcare Operations, or
 - Disclosure of the patient’s PHI to individuals involved in the patient’s care.
- b. PharMerica is not required to agree to a requested restriction unless the patient requests PharMerica to restrict disclosure of PHI to a health plan and (i) the disclosure is for carrying out payment or healthcare operations (and not for the purpose of carrying out treatment), (ii) the PHI pertains to the items or services for which the patient (or person other than the health plan on behalf of the patient) paid out-of-pocket in full, and (iii) the disclosure is not otherwise required by law. With respect to such restrictions pertaining to health plans, PharMerica shall also not disclose the PHI subject to the restriction to any of the health plan’s business associates.
- c. If PharMerica agrees to a restriction, PharMerica must comply with the restriction unless the patient needs emergency treatment and the restricted PHI is needed to provide the emergency treatment. If PharMerica discloses restricted PHI to another healthcare provider in an emergency situation, PharMerica must request that the healthcare provider refrain from further use or disclosure of the PHI.

2. **Processing Requests for Restrictions on Use and Disclosure of PHI.**

- a. Requests for restrictions on use and disclosure of PHI shall be submitted to the Privacy Officer on *Form #13, Request for Restriction on Use and Disclosure of Protected Health Information*. The Privacy Officer or designee shall review each request for restriction and determine whether PharMerica may reasonably accommodate the patient’s request.
- b. The Privacy Officer or a designee shall:
 - Determine whether PharMerica will agree to the restriction Inform the patient of PharMerica’s decision to accept or deny the requested restriction,

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| HIPAA Policy Title: Patient’s Right to Request Restrictions on Use and Disclosure of Protected Health Information |  |
| HIPAA Policy Number: #13 | Revised on: January 1, 2011, August 30, 2013 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

- Notify all PharMerica personnel and PharMerica’s Business Associates that are involved in the use or disclosure of the patient’s PHI of any accepted restrictions, and
- Place a copy of the completed *Form #13* in the patient’s pharmacy and billing records.

3. **Termination of Restrictions on Use and Disclosure of PHI.** With the exception of restrictions specified in Section (1)(b) above, any agreed-upon restriction may be terminated if:


- a. The patient agrees to or requests a termination, either in writing or orally, if oral agreement is documented, or
- b. PharMerica informs the patient that PharMerica is terminating its agreement to a restriction in which case the termination shall be effective only for PHI created or received after PharMerica has informed the patient of the termination.

Upon terminating any agreed-upon restriction, the Privacy Officer or a designee shall notify all PharMerica personnel and PharMerica’s Business Associates involved in the use or disclosure of the patient’s PHI of the termination and document the termination in the patient’s pharmacy and billing records.

4. **Special Considerations.** A restriction agreed to by PharMerica does not prohibit PharMerica from:

- a. Disclosing PHI to the Secretary of DHHS to investigate or determine PharMerica’s compliance with the Privacy Regulations, or
- b. Using or disclosing PHI in situations in which Authorization is not required in accordance with *Policy #3, Disclosure of Protected Health Information in Legal Proceedings*, or *Policy #4, Use and Disclosure of Protected Health Information in Special Circumstances*.

5. **Documentation.** If PharMerica accepts the request for restriction, PharMerica must maintain the documentation of the restriction for at least six (6) years from the date the document was created.

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| HIPAA Policy Title: Form #13: Request for Restriction on Use and Disclosure of Protected Health Information |  |
| HIPAA Form Number: #13 | Revised on: January 1, 2011, August 30, 2013, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Name of Patient: _____

Patient’s Date of Birth: _____ Address: _____

I hereby request that PharMerica restrict its use and disclosure of my protected health information as follows [please describe requested restriction]:

By signing this form, I hereby acknowledge that PharMerica is not required to agree to my request unless my request involves a disclosure to my insurance company for payment or health care operations (and not for purposes of carrying out treatment), I have paid for the service out-of-pocket and in full and disclosure is not otherwise required by law.

Signature of Patient or Personal Representative

Date

Submit this completed form to PharMerica at:

PharMerica
805 N. Whittington Pkwy
Suite 400
Louisville, KY 40222
Attn: Privacy Officer


For PharMerica Use Only:

Date Received _____

Request has been: Accepted Denied

Name of Employee


Date

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| HIPAA Policy Title: Responsibilities and Selection of the Privacy Officer |  |
| HIPAA Policy Number: #14 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to designate a Privacy Officer to oversee the development and implementation of PharMerica’s privacy policies and procedures in accordance with applicable legal requirements. The purpose of this policy is to identify the Privacy Officer’s responsibilities.


PROCEDURE:

1. **Designation of Privacy Officer.** PharMerica shall designate a Privacy Officer, who shall have the responsibilities specified in this Policy. All PharMerica Workforce members shall be notified of the Privacy officer designation and any changes to the designation.
2. **Responsibilities of Privacy Officer.** The Privacy Officer shall have the following responsibilities:
 - Oversee the development, implementation, and maintenance of patient health information privacy policies and procedures, as well as appropriate privacy forms.
 - Oversee the development and delivery of privacy training programs in accordance with PharMerica’s policies and procedures.
 - Participate in the development, implementation, and ongoing compliance monitoring of all Business Associate agreements.
 - Establish a mechanism to track disclosures of protected health information and to provide accountings of such disclosures upon request.
 - Work cooperatively with PharMerica personnel to preserve patient rights to access, amend, and restrict the use and disclosure of patient information.
 - Oversee a process for receiving, documenting, tracking, investigating, and taking action on all complaints concerning PharMerica’s privacy policies and procedures.
 - Oversee a process for conducting risk assessments and taking appropriate actions with respect to any incidents which constitute or may constitute a Breach of Unsecured PHI.
 - Oversee a process of imposing sanctions for, and mitigating harm caused by, failure to comply with PharMerica’s privacy policies and procedures.
 - Maintain current knowledge of applicable federal and state privacy laws.
 - Perform such other duties as may be assigned from time to time.
3. **Documentation.** PharMerica shall maintain documentation on designation of a Privacy Officer for at least six (6) years from the effective date of the designation.
4. **Privacy Coordinators.** In addition to designating the Privacy Officer as described in this Policy, to facilitate compliance with PharMerica HIPAA Privacy Manual at PharMerica

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| HIPAA Policy Title: Responsibilities and Selection of the Privacy Officer |  |
| HIPAA Policy Number: #14 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

pharmacies, each PharMerica pharmacy shall designate a Privacy Coordinator. The Privacy Coordinator shall serve as the pharmacy’s main contact and liaison with PharMerica’s Privacy Office and shall have the following responsibilities:

- Maintain a current copy of the HIPAA Privacy Manual in the assigned pharmacy.
- Post the HIPAA Contact Reference in a conspicuous location in the assigned pharmacy.
- Notify the Privacy Officer in the event the assigned pharmacy receives a court order, subpoena or other discovery request, HIPAA authorization, a phone call requesting pharmacy records, or other request for disclosure of patient records, coordinate the review of any such request with the Privacy Officer and facilitate the response to such request.
- Coordinate completion of the HIPAA Unsecured PHI Incident Report with the individual involved in or reporting the incident and notification of the Privacy Officer of such incident.
- Consult with the Privacy Officer in connection with engagement of vendors who may need access to PHI to facilitate entering into a business associate agreement with the vendor.


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| HIPAA Policy Title: Complaints Regarding Privacy Policies and Procedures |  |
| HIPAA Policy Number: #15 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to establish a process for patients to submit complaints related to PharMerica’s privacy policies and procedures in accordance with applicable legal requirements. This policy addresses:


- The types of complaints patients can submit to PharMerica,
- How patients can submit complaints, and
- Steps PharMerica must take to address complaints.

PROCEDURE:

1. **Complaint Rights.** All patients have the right to file a complaint with PharMerica concerning:
 - a. PharMerica’s privacy policies and procedures,
 - b. Compliance by PharMerica with its privacy policies and procedures, or
 - c. Compliance by PharMerica or its Business Associates with the Privacy Regulations.
2. **Method for Submitting Complaints.** All complaints shall be submitted to the Privacy Officer. If practicable, PharMerica personnel shall encourage patients to submit complaints in writing, using *Form #15, Complaints Regarding Privacy Policies and Procedures*. If a complaint is submitted orally or by other means, the Privacy Officer or a designee shall complete *Form #15* to document the complaint.
3. **Addressing Complaints.** For all complaints received, the Privacy Officer or a designee shall:
 - a. Promptly review and investigate the complaint,
 - b. Coordinate with legal counsel with respect to the appropriate actions if the investigation determines that violation of the Privacy Regulations or the HITECH Act has occurred,
 - c. Coordinate with Human Resources with respect to the imposition of appropriate disciplinary actions if the investigation determines that a PharMerica employee has violated the privacy policies and procedures (*See Privacy Policy #17, Sanctions for Violating Privacy Policies and Procedures*),
 - d. Develop an appropriate resolution to the complaint, and
 - e. Inform the patient of the resolution of the complaint, to the extent deemed appropriate by the Privacy Officer or a designee upon consultation with the legal counsel, as appropriate,
4. **Non-Retaliation:**

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| HIPAA Policy Title: Complaints Regarding Privacy Policies and Procedures |  |
| HIPAA Policy Number: #15 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

- a. Patients also have the right to file a complaint concerning their privacy rights with the Secretary of the United States Department of Health and Human Services (DHHS).
 - b. PharMerica shall not threaten, intimidate, discriminate, or retaliate against any patient or personal representative who exercises his/her right to complain to PharMerica or to the Secretary with respect to the violation of the privacy policies and procedures by PharMerica.
 - c. PharMerica shall not require a patient or personal representative to waive a right to file a privacy complaint with PharMerica or DHHS as a condition for providing any services to such individual.
5. **Documentation.** The Privacy Officer or a designee shall:
- a. Maintain copies of all written complaints received.
 - b. Document how PharMerica addressed each complaint.
 - c. Assure that all documentation related to complaints is maintained by PharMerica for at least six (6) years from the date each document was created.

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| HIPAA Policy Title: Form #15: Complaints Regarding Privacy Policies and Procedures |  |
| HIPAA Form Number: #15 | Revised on: January 1, 2011, August 30, 2013, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Instructions

You may use this form to file a complaint about the privacy policies and procedures of PharMerica, PharMerica’s compliance with its privacy policies and procedures, and compliance with the Privacy Regulations by PharMerica or its Business Associates.

Complaint Information

Please provide as much detail as possible so we may appropriately investigate and resolve your complaint.

Date of Incident: _____ Time of Incident: _____

Description of Violation: _____

Individuals Involved: _____

Suggested Resolution: _____

Patient Information

Printed Name: _____

Address: _____


Telephone: _____

Signature of Patient or Personal Representative: _____

Date: _____

To file a complaint, complete this form and submit it personally or via mail to PharMerica’s Privacy Officer:

PharMerica
 805 N. Whittington Pkwy
 Suite 400
 Louisville, KY 40222
 Attn: Privacy Officer


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| HIPAA Policy Title: Workforce Training on Privacy Policies and Procedures |  |
| HIPAA Policy Number: #16 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to assure that all PharMerica Workforce members receive education and training regarding PharMerica’s privacy policies and procedures and requirements of the Privacy Regulations and the Breach Notification Rule (“Privacy Training”) in accordance with applicable legal requirements. The purpose of this policy is to establish procedures and requirements for:

- Providing Privacy Training to PharMerica Workforce members, and
- Updating Privacy Training content.


PROCEDURE:

1. **Privacy Training Programs.** The Privacy Officer is responsible for assuring that Privacy Training programs are conducted for all PharMerica Workforce members as necessary and appropriate for the Workforce members to carry out their job responsibilities for PharMerica. PharMerica shall conduct Privacy Training programs for the new employees upon joining PharMerica through a new employee orientation or within a reasonable time after they join PharMerica. PharMerica Workforce members shall receive periodic refresher training regarding compliance with the privacy policies and procedures. Additional Privacy Training shall be provided if a Workforce member’s job responsibilities change necessitating such training.
2. **Privacy Training Program Content.** The Privacy Training programs for the Workforce members shall be designed to assure that each Workforce member receives adequate information concerning the requirements of HIPAA Privacy, Security and Breach Notification Regulations and PharMerica’s privacy policies, procedures and forms as necessary and appropriate for the Workforce member to carry out his or her job responsibilities at PharMerica. HIPAA privacy training shall be provided in the manner and via the method determined to be appropriate by the Privacy Officer. Examples of training format include a live training session or webinar training format.
3. **Updating Privacy Training Content.** In the event of material changes to PharMerica’s privacy policies and procedures, PharMerica shall update the content of the Privacy Training programs, as appropriate, and conduct Privacy Training programs for PharMerica’s Workforce members affected by the changes within a reasonable period of time after the material change becomes effective. Human Resources Department shall be notified regarding the updates to the Privacy Training and shall update the new employee orientation program training accordingly.
4. **Documentation.** PharMerica shall document the provision of the Privacy Training to Workforce members. Methods of documentation of HIPAA Privacy Training may include, without limitation, attendance sign in sheets at privacy training sessions, electronic

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| HIPAA Policy Title: Workforce Training on Privacy Policies and Procedures |  |
| HIPAA Policy Number: #16 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

acknowledgment of training completion, records of e-mail communications to Workforce members regarding HIPAA Privacy Policies and Procedures and other confirmations of completion of training as determined appropriate by the Privacy Officer.

5. All PharMerica employees shall be required to sign a HIPAA Training Acknowledgment – Statement of Confidentiality (See Form 16) upon completion of the Privacy Training. Copies of the signed HIPAA Training Acknowledgment – Statement of Confidentiality forms shall be maintained in the personnel files. PharMerica shall maintain the Privacy Training-related documentation for at least six (6) years from the date the documents were created, including, without limitation:
 - a. Privacy Training session attendance lists, and
 - b. All written materials used for Privacy Training.

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| HIPAA Policy Title: Form #16 HIPAA Training Acknowledgement – Statement of Confidentiality |  |
| HIPAA Form Number: #16 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

HIPAA Training Acknowledgement – Statement of Confidentiality

I acknowledge that during the course of my employment with PharMerica, due to the nature of my job responsibilities, I may have access to the protected health information (PHI) of the patients serviced by PharMerica. I understand that this PHI is highly confidential and must not be used or disclosed except as authorized under PharMerica’s HIPAA Privacy Policies and Procedures. At all times during my employment with PharMerica, I shall use and disclose PHI only as required to perform my job responsibilities for PharMerica and such use and disclosure of PHI shall be consistent with PharMerica’s HIPAA Privacy Policies and Procedures. I shall not remove PHI from PharMerica’s premises at any time, unless required to perform my job responsibilities and authorized by PharMerica and shall safeguard and return PHI to PharMerica as required under the HIPAA Privacy Policies and Procedures. At all times, including after termination of my employment with PharMerica for any reason, I agree to maintain confidentiality of PHI of which I became aware during the course of my employment with PharMerica.


I certify that I have reviewed and understand the requirements of PharMerica HIPAA Privacy Policies and Procedures. I also reviewed and understand the HIPAA Resource Guide. I understand that PharMerica HIPAA Privacy Policies and Procedures represent PharMerica’s policy pertaining to compliance with the HIPAA Privacy Regulations. By signing my name below I am certifying that I have received training on compliance with PharMerica HIPAA Privacy Policies and Procedures, that all my questions with respect to compliance with the HIPAA Privacy Policies and Procedures have been answered, and that I am familiar with, and will at all times comply with, the requirements of the HIPAA Privacy Policies and Procedures. If I have any questions regarding compliance with HIPAA privacy requirements or PharMerica HIPAA Privacy Policies and Procedures, I will direct my questions to the Privacy Officer.

I understand that it is my right and responsibility to seek guidance on ethics and compliance issues when I am uncertain about which actions to take. I will immediately report any violations or possible violations of the HIPAA Privacy Policies and Procedures to the Privacy Officer. I will fully cooperate in all investigations regarding possible violations of HIPAA Privacy Policies and Procedures.

Print Name: _____ Signature: _____

Employee Number: _____ Date: _____

Location: _____ Department: _____

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| HIPAA Policy Title: Sanctions for Failure to Comply with Privacy Policies and Procedures |  |
| HIPAA Policy Number: #17 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |


POLICY: It is the policy of PharMerica to impose appropriate sanctions against Workforce members who violate PharMerica’s privacy policies and procedures. The purpose of this policy is to:

- Describe the procedure for reporting, investigating and imposing sanctions for violations of PharMerica’s privacy policies and procedures by Workforce members.
- Identify certain disclosures of Protected Health Information (“PHI”) that would not result in the imposition of sanctions.

PROCEDURE:

1. **Reporting, Investigating and Imposing Sanctions for Violations.**

- a. Any member of PharMerica’s Workforce who knows about or reasonably suspects a use or disclosure of PHI in violation of PharMerica’s privacy policies and procedures shall report the violation to the Privacy Officer.
- b. Upon receiving a report of an alleged violation, the Privacy Officer shall promptly conduct an investigation. If the investigation shows a violation of PharMerica’s privacy policies or procedures, the Privacy Officer shall:
 - Determine whether sanctions are warranted considering the following factors: (a) the nature and severity of the violation; (b) whether the violation was intentional or unintentional; (c) whether the violation was an isolated occurrence or a repeated instance of an unauthorized use or disclosure of PHI; (d) any history of past noncompliance with PharMerica policies; (e) whether the Workforce member reported the violation on his or her own; (f) the Workforce member’s willingness to cooperate with the investigation of the violation; and (g) other relevant factors.
 - Coordinate with PharMerica management and Human Resources Department to impose appropriate sanctions taking into consideration the above noted factors (which could range from a warning, requirement for additional training to employment termination), and
 - Ensure that PharMerica takes steps to mitigate any harmful effects resulting from the violation by taking steps to:
 - Identify any harmful effects caused by the violation,
 - Correct any known harmful effects caused by the violation as practicable, and
 - Take measures to prevent repetition of the violation.


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| HIPAA Policy Title: Sanctions for Failure to Comply with Privacy Policies and Procedures |  |
| HIPAA Policy Number: #17 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

2. **Disclosures of PHI that will not Result in Sanctions.** A Workforce member shall not be subject to sanctions for disclosing PHI in violation of PharMerica’s privacy policies and procedures if the Workforce member:
 - a. Is acting as a Whistleblower (see Glossary),
 - b. Is the victim of a crime and discloses PHI about the suspected offender to a law enforcement official in accordance with Policy #4, Use and Disclosure of Protected Health Information in Special Circumstances,
 - c. Files a complaint with the Secretary of DHHS pursuant to the HIPAA regulations,
 - d. Testifies or participates in an investigation, compliance review or proceeding, relating to any of the HIPAA provisions (i.e., privacy, security, standard transactions and code sets), or
 - e. Opposes any act or practice as unlawful under the HIPAA regulations, while acting in good faith and in a manner that is reasonable and that does not involve a disclosure of PHI in violation of HIPAA.

3. **Refraining from Intimidating or Retaliatory Acts.** PharMerica shall not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual for participation in any process permitted under the Privacy Regulations, including the actions specified in Section 2 above.

4. **Documentation.** The Privacy Officer shall retain documentation of any sanctions imposed on Workforce members for at least six (6) years from the time the documents are created.

5. **Additional Actions.** If the violation of the HIPAA Privacy Policies and Procedures resulted in a Breach of Unsecured PHI, the requirements outlined in Policy on Breach of Unsecured PHI shall be followed.

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| HIPAA Policy Title: Disclosure of Protected Health Information to Business Associates |  |
| HIPAA Policy Number: #18 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to disclose Protected Health Information (“PHI”) to its Business Associates and permit its Business Associates to create, receive, maintain, transmit, access, use or disclose PHI on PharMerica’s behalf only if PharMerica enters into Business Associate Agreements in accordance with applicable legal requirements. The purpose of this policy is to:

- Establish a process for assuring that PharMerica enters into Business Associate Agreements with all of its Business Associates, and
- Provide a procedure for addressing violations of Business Associate Agreements.


PROCEDURE:

1. **PharMerica’s Business Associates.** Certain vendors in providing services to PharMerica may need to access, receive, transmit, maintain, use or disclose PHI from or on behalf of a PharMerica. Such vendors are considered to be Business Associates of PharMerica under HIPAA and required to safeguard such PHI. Examples of vendors which may be considered business associates of PharMerica include:

- a) E-prescribing gateway
- b) Vendors providing data storage services
- c) Information technology vendor maintaining PharMerica’s computer and networks system
- d) Vendor providing document shredding service
- e) Consultants
- f) Billing company
- g) Collection agency

The above noted list is not an exhaustive list of the types of service providers that may be considered business associates of PharMerica. If a Workforce member needs any guidance regarding the need for a Business Associate Agreement with a particular services provider, questions shall be directed to the Privacy Officer who will provide clarification and direction.


2. **Business Associate Agreements With PharMerica’s Business Associates.** Before sharing any PHI with any party which is considered to be a Business Associate of PharMerica or permitting the Business Associate to create, receive, maintain, transmit, access, use or disclose PHI for or on PharMerica’s behalf, PharMerica shall enter into a Business Associate Agreement with such Business Associate in the form of *Form #18A, Form Business Associate Agreement – PharMerica is a Covered Entity*. If PharMerica desires to enter into a Business Associate Agreement which deviates from *Form #18A*, prior approval shall be obtained from the Privacy Officer. If a vendor does not agree to terms of a Business Associate Agreement that are acceptable to PharMerica, no Workforce member may permit

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| HIPAA Policy Title: Disclosure of Protected Health Information to Business Associates |  |
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such vendor to access, use, disclose, maintain or transmit PHI for or on behalf of PharMerica. PharMerica is not required to obtain a Business Associate Agreement from a Business Associate that is a Subcontractor of PharMerica’s Business Associate.


3. **Violations of Business Associate Agreements by Business Associate.** If a Workforce member becomes aware of any breach of a Business Associate Agreement by any Business Associate of PharMerica, such information shall be promptly reported to the Privacy Officer. The Privacy Officer or a designee shall investigate all complaints and other information evidencing any violations of a Business Associate Agreement by PharMerica’s Business Associates. Privacy Officer may consult with legal counsel in connection with any such investigation, as appropriate. If based on such investigation it is determined that the Business Associate breached the Business Associate Agreement, the following provisions shall apply:
 - a. If PharMerica becomes aware of a Business Associate’s pattern of activity or practice that violates a Business Associate’s obligation(s) under a Business Associate Agreement, PharMerica shall take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, PharMerica shall terminate the Business Associate Agreement, if feasible.
 - b. Upon termination of the Business Associate Agreement, the underlying services arrangement with the vendor shall, as determined appropriate by PharMerica, be (i) immediately terminated, if the only services provided by the vendor involved access, use or disclosure of PHI, or (ii) immediately amended to limit the vendor’s services solely to the services which do not involve any access, use or disclosure of PHI.
 - c. If a breach of a Business Associate Agreement by vendor involved improper access, use or disclosure of PHI, the requirements of the policy on Breach of Unsecured Protected Health Information shall be followed.

4. **PharMerica As a Business Associate.** In providing consulting or various administrative services to other covered entities that require access to the PHI of other covered entities, PharMerica may be considered a Business Associate of such covered entities and required to enter into Business Associate Agreements with such covered entities.
 - a. If PharMerica is required to enter into a Business Associate Agreement in the capacity of a Business Associate of another Covered Entity, PharMerica shall enter into a Business Associate Agreement with such Covered Entity in the form of *Form #18B, Form Business Associate Agreement – PharMerica is a Business Associate*. If PharMerica desires to enter into a Business Associate Agreement which deviates from *Form #18B*, prior approval shall be obtained from the Privacy Officer.
 - b. In connection with providing services to with respect to which PharMerica is a business associate, PharMerica shall use and disclose PHI only as permitted or required by the terms of the applicable Business Associate Agreement or required by

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| HIPAA Policy Title: Disclosure of Protected Health Information to Business Associates |  |
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law and only to the extent that such use and disclosure would not violate HIPAA if performed by the covered entity.

- c. If permitted by the terms of the applicable Business Associate Agreement, PharMerica may use and disclose PHI if necessary for the proper management and administration of PharMerica or to carry out legal responsibilities of PharMerica, provided that PharMerica may disclose PHI for such purposes only if (i) the disclosure is required by law, or (ii) PharMerica obtains reasonable assurances from the recipient that (A) PHI 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 recipient, and (B) the recipient will promptly notify PharMerica of any Breach of confidentiality of PHI.
5. **Execution of Business Associate Agreements.** Each Business Associate Agreement to which PharMerica is a party may be executed on behalf of PharMerica only by the heads of business units holding Vice President or above title or by the Privacy Officer. Upon execution of each Business Associate Agreement, the executed document shall be forwarded to the Privacy Officer.
6. **Documentation and Retention of Business Associate Agreements.** PharMerica shall maintain all Business Associate Agreements to which PharMerica is a party for at least six (6) years from the last date the agreement was in effect or longer if required by PharMerica’s document retention policies. Copies of the Business Associate Agreements shall be maintained by the Privacy Officer or his designee.

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| HIPAA Policy Title: Form #18(A): Business Associate Agreement (PharMerica is Covered Entity) |  |
| HIPAA Form Number: #18(A) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

**Form Business Associate To Be Used With PharMerica’s Vendors
(PharMerica is a Covered Entity)**

BUSINESS ASSOCIATE AGREEMENT


This Business Associate Agreement (“Agreement”) is entered into by and between **[Name of Business Associate]** (“Business Associate”) and PharMerica Corporation, on its own behalf and on behalf of all of its present and future affiliates and subsidiaries which together form an affiliated covered entity (“Provider”), effective as of _____, 2013 (“Effective Date”).

RECITALS


- A. Under the privacy regulations (“Privacy Regulations”) and security regulations (“Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) and the regulations promulgated thereunder, as amended, (collectively, HIPAA Regulations), Provider is required to enter into agreements with Provider’s business associates to assure that Provider’s business associates appropriately safeguard protected health information.
- B. Business Associate provides **[insert brief description of services]** (“Services”) for or on behalf of Provider pursuant to the terms of the **[insert title of agreement]** agreement between the parties (“Service Agreement”), and in connection with providing the Services, Business Associate may access, create, maintain or transmit certain Protected Health Information (“Provider PHI”).
- C. The parties desire to enter into this Agreement to protect the privacy and security of Provider PHI in compliance with the HIPAA Regulations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Definitions.** All terms used in this Agreement and defined in the HIPAA Regulations shall have the meaning ascribed to them in the HIPAA Regulations.
- 2. **Rights of Business Associate.** Business Associate is permitted to use and disclose Provider PHI as necessary to perform Services for or on behalf of Provider, subject to the terms of this Agreement.
- 3. **Obligations of Business Associate.** With regard to the use and disclosure of Provider PHI, Business Associate agrees as follows:


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| HIPAA Policy Title: Form #18(A): Business Associate Agreement (PharMerica is Covered Entity) |  |
| HIPAA Form Number: #18(A) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

- (a) **Use and Disclosure of Provider PHI.** In providing Services, Business Associate shall use and disclose Provider PHI only as permitted by the terms of this Agreement or required by law and only to the extent that such use and disclosure would not violate the Privacy Regulations if performed by Provider. Notwithstanding the foregoing, Business Associate may use and disclose Provider PHI received in its capacity as a Business Associate if necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of Business Associate, provided that Business Associate may disclose Provider PHI for such purposes only if (i) the disclosure is required by law, or (ii) Business Associate obtains reasonable assurances from the recipient that (A) the Provider PHI 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 recipient, and (B) the recipient will notify Business Associate of any breach of confidentiality of Provider PHI. Upon prior written request of Provider, Business Associate may use Provider PHI to provide data aggregation services related to the healthcare operations of the Provider. Notwithstanding anything herein to the contrary, Business Associate may not de-identify Provider PHI unless Business Associate obtains the prior written consent of Provider and then such de-identification must be consistent with the de-identification requirements of the Privacy Regulations and any use or disclosure of the de-identified information may only be for purposes approved in writing by Provider.
- (b) **Safeguards.** Business Associate shall implement and at all times use all appropriate safeguards and shall comply with the Security Regulations with respect to electronic PHI to prevent any use or disclosure of Provider PHI not authorized under this Agreement.
- (c) **Reporting.** Business Associate shall report in writing to Privacy Officer of Provider, no later than one (1) day after the incident, any use or disclosure of Provider PHI not permitted under the terms of this Agreement of which Business Associate becomes aware, including, without limitation, any Breach of Unsecured Protected Health Information and any Security Incident, it being agreed that unsuccessful attempts of unauthorized access, use, disclosure, modification or destruction of electronic PHI or unsuccessful attempts at interference with systems operations in an information system containing electronic PHI shall be reported by Business Associate to Provider only upon Provider’s request for such information. With respect to any improper uses and disclosures of Provider PHI that constitute or may constitute a Breach of Unsecured PHI, or a data breach under applicable state law, Business Associate’s report shall include: (i) a brief description of the incident, including the date of the incident, the date of the


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discovery of the incident and identification of each patient whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, improperly accessed, acquired, used or disclosed, (ii) a description of the types of Unsecured PHI involved in the incident, (iii) any steps the patient should take to protect himself or herself from harm resulting from the incident, (iv) a brief description of what Business Associate is doing to investigate the incident, to mitigate the harm to the patient and to protect against future occurrences; and (v) any other relevant information. If it is determined by Provider that the incident resulted in a Breach of Unsecured PHI or a data breach under applicable state law, Business Associate shall fully cooperate with Provider and assist Provider in taking all actions required to comply with the HITECH Act and any applicable state law. If Provider requests in writing that Business Associate send notification letters to the affected individuals or any other party regarding such incident as required under the HITECH Act or applicable state law, Business Associate shall (A) promptly send such notification letters at Business Associate’s sole expense, (B) comply with the HITECH Act and applicable state law with respect to the timing, content and other requirements pertaining to such letters, and (C) obtain Provider’s written approval of such letters prior to sending such letters to the affected individuals or any other party. Business Associate shall not provide any such notifications without obtaining prior written approval of Provider. Notwithstanding any provision of the Service Agreement, Business Associate shall promptly reimburse Provider for all documented costs incurred by Provider in connection with such incident, including, without limitation, the cost of providing required notifications, legal fees, fees related to credit monitoring services for the affected individuals, costs of responding to any government investigation related to such incident, as well as for the amount of any monetary fines or penalties imposed on Provider by the DHHS, any State Attorney General, any other governmental authority or a court of law in connection with such incident. Business Associate shall maintain documentation of such incident as required by the HITECH Act and any applicable state law, including all information that will need to be reported to DHHS or other governmental authorities in connection with such incident. The provisions of this Section shall survive termination of this Agreement for any reason.


- (d) **Subcontractors.** Business Associate shall enter into a written agreement with all subcontractors that create, receive, maintain or transmit Provider PHI on behalf of Business Associate which agreement shall require such subcontractors to agree to the same restrictions, conditions and requirements that apply under this Agreement to Business Associate with respect to Provider PHI.

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- (e) **Mitigation.** Business Associate shall take any and all actions necessary to promptly mitigate to the greatest extent practicable any harmful effects known to Business Associate to result from an unauthorized use or disclosure of Provider PHI by Business Associate or its subcontractors.
- (f) **Access to PHI.** To enable Provider to respond to a patient’s request to access the patient’s PHI, Business Associate shall make the patient’s PHI maintained by Business Associate in a Designated Record Set available to Provider for inspection and copying within five (5) business days of receiving Provider’s request for access. If Business Associate uses or maintains an electronic health record with respect to Provider PHI, Business Associate shall provide such PHI in electronic format, if requested, to enable Provider to fulfill its obligations under the HITECH Act and the Privacy Regulations.
- (g) **Amendment of PHI.** To enable Provider to respond to a patient’s request to amend the patient’s PHI, Business Associate shall make the requested PHI maintained by Business Associate in a Designated Record Set available to Provider within ten (10) business days of receiving a request from Provider and incorporate any necessary amendment into the patient’s PHI agreed to by Provider.
- (h) **Accounting of Disclosures.** To enable Provider to respond to a patient’s request for accounting of disclosures of the patient’s PHI, Business Associate shall (i) document all disclosures of Provider PHI by Business Associate which Provider would be required to include in its response to an accounting request as required by the Privacy Regulations and the HITECH Act, and (ii) within five (5) business days of receiving a request for accounting from Provider, make available to Provider the following information concerning such disclosures: the date of disclosure; the name of the recipient and, if known, the recipient’s address; a brief description of the PHI disclosed; and a brief statement of the purpose of the disclosure.
- (i) **Disclosures to Secretary of DHHS.** Business Associate shall (i) make all internal practices, books and records relating to the use and disclosure of Provider PHI received or created by Business Associate on behalf of Provider available to the Secretary of DHHS for the purpose of determining Provider’s or Business Associate’s compliance with the Privacy Regulations or the Security Regulations, and (ii) provide Provider with a copy of all documents made available to the Secretary of DHHS within three (3) days of providing such documents to DHHS.

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- (j) **Minimum Necessary.** In using or disclosing Provider PHI and requesting PHI from Provider or other third parties, Business Associate shall use, disclose or request only the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
 - (k) **Compliance.** Business Associate shall (i) comply with the requirements of the Security Regulations, (ii) comply with the requirements of the HIPAA Regulations applicable to Business Associate, (iii) maintain and transmit all Provider PHI in a form which complies with DHHS issued guidance regarding securing PHI, and (iv) comply with applicable state data breach laws and other laws concerning use or disclosure of PHI, provided that any patient and other notifications required under such laws shall be made only consistent with the requirements specified in Section 3(c) above. To the extent Business Associate is to carry out a Provider’s obligation under the Privacy Regulations, Business Associate shall comply with the requirements of the Privacy Regulations that apply to Provider in the performance of such obligation.
 - (l) **Compliance With Electronic Transactions and Code Sets Standards.** If Business Associate conducts electronically any of the administrative or financial healthcare transactions identified as “standard transactions” under HIPAA for or on behalf of Provider, Business Associate shall comply with all applicable requirements of the Electronic Transactions and Code Sets Standards promulgated under HIPAA when conducting such standard transactions for or on behalf of Provider.
4. **Obligations of Provider.** With respect to the use and disclosure of Provider PHI by Business Associate, Provider shall:
- (a) Notify Business Associate of any limitation(s) in its notice of privacy practices, to the extent that such limitation(s) may impact Business Associate’s use or disclosure of Provider PHI,
 - (b) Inform Business Associate of any changes in, or revocation of, a patient’s authorization to use or disclose the patient’s PHI if such action may impact Business Associate’s use or disclosure of Provider PHI;
 - (c) Notify Business Associate of any restrictions on the use and/or disclosure of Provider PHI to which Provider has agreed if such restriction may impact Business Associate’s use or disclosure of Provider PHI; and

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| HIPAA Policy Title: Form #18(A): Business Associate Agreement (PharMerica is Covered Entity) |  |
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| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |


- (d) Not request Business Associate to use or disclose Provider PHI in any manner that would not be permissible under the Privacy Regulations if done by Provider, subject to the provisions of Section 3(a) of this Agreement.

5. **Term and Termination.**

- (a) **Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be effective on the Effective Date and shall continue in effect until Business Associate no longer provides any services to Provider involving access, creation, maintenance or transmission of Provider PHI.
- (b) **Termination by Provider.** Notwithstanding any contrary provisions regarding termination of the Service Agreement contained in the Service Agreement, if Provider determines that Business Associate breached any provision of this Agreement, Provider shall have the right, without incurring liability for damages or penalties as a result of termination of the Service Agreement, to either (i) immediately terminate this Agreement and the Service Agreement, without providing Business Associate an opportunity to cure the breach, upon providing written notice of termination of this Agreement and the Service Agreement to Business Associate, or (ii) provide Business Associate with a written notice of breach and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach to the satisfaction of Provider within thirty (30) calendar days of receiving such notice.
- (c) **Termination by Business Associate.** If Business Associate determines, after consultation with Provider, that Provider breached any obligation of Provider under Section 4 of this Agreement, Business Associate shall provide to Provider a written notice of the breach which notice shall include a detailed explanation of the breach. If Provider does not cure such breach within thirty (30) calendar days of receiving such notice, Business Associate shall have the right to terminate this Agreement and the Service Agreement upon providing written notice of termination of this Agreement and the Service Agreement to Provider.
- (d) **Effect of Termination.** Upon termination of this Agreement, Business Associate shall immediately return to Provider or destroy Provider PHI possessed by Business Associate or its subcontractors and retain no copies or back-up records of Provider PHI in any form or medium. If such return or destruction is infeasible all of Business Associate’s obligations set forth in this Agreement related to Provider PHI shall survive termination of the Agreement and Business Associate shall limit any further use and disclosure of Provider PHI to the purposes that make the return or destruction of Provider PHI infeasible. The provisions of this Section shall survive termination of this Agreement for any reason.

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| HIPAA Policy Title: Form #18(A): Business Associate Agreement (PharMerica is Covered Entity) |  |
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| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

6. **Indemnification.** Notwithstanding any limitation of liability or any other provision of the Service Agreement, Business Associate shall indemnify, defend and hold harmless Provider and its directors, officers, members, employees and agents against any and all losses, liabilities, damages, judgments, suits, penalties, fines, claims and demands of any kind, awards and fees, including, without limitation, attorney fees, arising out of or related to any action by Business Associate under this Agreement, a breach of Unsecured PHI or data breach under state law, a breach of this Agreement by Business Associate or any action by any of Business Associate’s subcontractors that create, receive, maintain or transmit Provider PHI. The provisions of this Section shall survive termination of this Agreement for any reason.
7. **Independent Contractors.** Provider and Business Associate shall be independent contractors and nothing in this Agreement is intended nor shall be construed to create an agency, partnership, employer-employee, or joint venture relationship between them. The parties acknowledge and agree that Business Associate (a) has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Business Associate under the Service Agreement, and (b) Business Associate is not an agent of Provider and has no authority to represent Provider as to any matters, except as expressly authorized in the Service Agreement.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof. Notwithstanding any provision in the Service Agreement indicating that it is the sole agreement governing the relationship between the parties, including a provision that the Service Agreement shall constitute the entire agreement between the parties thereof, the terms of this Agreement shall be effective and shall govern the relationship between the parties with respect to the subject matter hereof. In the event of any inconsistency between the terms of this Agreement and the terms of the Service Agreement, the terms of this Agreement shall prevail with respect to the subject matter hereof notwithstanding any contrary provision in the Service Agreement.
9. **Amendment/Assignment.** This Agreement may be modified or amended only upon mutual written consent of the parties. Notwithstanding the foregoing or any contrary provisions regarding amendment contained in the Service Agreement, the parties agree that this Agreement shall be automatically amended upon written notice of the amendment by Provider to Business Associate, if Provider determines that such amendment becomes required in order for Provider to comply with the HIPAA Regulations or any state law. Business Associate may not assign its rights and obligations under this Agreement without the prior written consent of Provider except that Business Associate may assign its rights and obligations under this Agreement,

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| HIPAA Policy Title: Form #18(A): Business Associate Agreement (PharMerica is Covered Entity) |  |
| HIPAA Form Number: #18(A) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

without the Provider’s prior written consent, to an affiliate or any successor entity of Business Associate. Provider may assign its rights and obligations under this Agreement.

10. **Notices.** Any notices to be given hereunder shall be deemed effectively given when personally delivered, received by electronic means (including via facsimile or e-mail) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Business Associate:

Fax: [insert fax number]


Email: [insert email address]

Additional Contact for Business Associate:

If to Provider:

PharMerica
805 N. Whittington Pkwy
Suite 400
Louisville, KY 40222
Attn: Privacy Officer
Fax: 855-226-5585
Email: Privacy.Department@PharMerica.com

11. **No Third Party Beneficiaries.** The terms of this Agreement are not intended and shall not be construed to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.
12. **Waiver.** A waiver by either party of a breach or failure to perform under this Agreement shall not constitute a waiver of any subsequent breach or failure.
13. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. A copy of the Agreement bearing a signature transmitted via facsimile or other electronic means shall be deemed to be an original.
14. **Governing Law.** This Agreement shall be governed by, construed, interpreted and enforced under the laws of the state identified in the Service Agreement as the governing state law, provided that in the event the Service Agreement does not identify such a state,

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| HIPAA Policy Title: Form #18(A): Business Associate Agreement (PharMerica is Covered Entity) |  |
| HIPAA Form Number: #18(A) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

this Agreement shall be governed by, construed, interpreted and enforced under the laws of the state of Kentucky.

15. **Service Agreement.** In the event the parties have not entered into a Service Agreement, this Agreement shall be interpreted as though the Agreement does not contain any references to a Service Agreement.
16. **Scope.** This Agreement applies to all present and future agreements and relationships, whether written, oral or implied, between Provider and Business Associate, pursuant to which Provider provides Provider PHI to Business Associate in any form or medium whatsoever. This Agreement shall automatically be incorporated into all subsequent agreements between Provider and Business Associate involving the use or disclosure of Provider PHI, whether or not expressly referenced therein.

IN WITNESS WHEREOF, each party has caused this Business Associate Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

BUSINESS ASSOCIATE

PHARMERICA

By: _____


By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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| HIPAA Policy Title: Form #18(B): Business Associate Agreement (PharMerica is Business Associate) |  |
| HIPAA Form Number: #18(B) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Form Business Associate Agreement To Be Used With PharMerica’s Clients (PharMerica is a BA)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between **[Name of PharMerica’s Client]** (“Provider”) and **[Insert Name of Applicable PharMerica Entity]** (“Business Associate”), effective as of _____, 2013 (“Effective Date”).


RECITALS

- A. Under the privacy regulations (“Privacy Regulations”) and security regulations (“Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) and the regulations promulgated thereunder, as amended, (collectively, HIPAA Regulations), Provider is required to enter into agreements with Provider’s business associates to assure that Provider’s business associates appropriately safeguard protected health information.
- B. Business Associate provides certain consulting, medical records and/or healthcare products related services (“Services”) for or on behalf of Provider pursuant to the terms of the **[insert title of agreement]** agreement between the parties (“Service Agreement”), and in connection with providing the Services, Business Associate may access, create, maintain or transmit certain Protected Health Information (“Provider PHI”).
- C. The parties desire to enter into this Agreement to protect the privacy and security of Provider PHI in compliance with the HIPAA Regulations.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions/Scope.**

- (a) All terms used in this Agreement and defined in the HIPAA Regulations shall have the meaning ascribed to them in the HIPAA Regulations.
- (b) The parties agree that this Agreement shall be applicable and in effect only in the event and to the extent Business Associate meets the definition of the term “business associate,” as this term is defined in the Privacy Regulations, with respect to the Services provided to Provider.


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| HIPAA Policy Title: Form #18(B): Business Associate Agreement (PharMerica is Business Associate) |  |
| HIPAA Form Number: #18(B) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

2. **Rights of Business Associate.** Business Associate is permitted to use and disclose Provider PHI as necessary to perform Services for or on behalf of Provider, subject to the terms of this Agreement.
3. **Obligations of Business Associate.** With regard to the use and disclosure of Provider PHI, Business Associate agrees as follows:
 - (a) **Use and Disclosure of Provider PHI.** In providing Services, Business Associate shall use and disclose Provider PHI only as permitted by the terms of this Agreement or required by law and only to the extent that such use and disclosure would not violate the Privacy Regulations if performed by Provider. Notwithstanding the foregoing, Business Associate may use and disclose Provider PHI received in its capacity as a Business Associate if necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of Business Associate, provided that Business Associate may disclose Provider PHI for such purposes only if (i) the disclosure is required by law, or (ii) Business Associate obtains reasonable assurances from the recipient that (A) the Provider PHI 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 recipient, and (B) the recipient will notify Business Associate of any breach of confidentiality of Provider PHI. Business Associate may use Provider PHI to provide data aggregation services related to the healthcare operations of the Provider. Notwithstanding anything herein to the contrary, Business Associate may de-identify Provider PHI consistent with the de-identification requirements of the Privacy Regulations and may use and disclose de-identified information for any purpose.
 - (b) **Safeguards.** Business Associate shall use appropriate safeguards and shall comply with the Security Regulations with respect to electronic PHI to prevent any use or disclosure of Provider PHI not authorized under this Agreement.
 - (c) **Reporting.** Business Associate shall report to Privacy Officer of Provider any use or disclosure of Provider PHI not permitted under the terms of this Agreement of which Business Associate becomes aware, including, any Breach of Unsecured Protected Health Information as required by the HIPAA Regulations and any Security Incident, it being agreed that this Agreement constitutes notice to Provider of any unsuccessful attempts of unauthorized access, use, disclosure, modification or destruction of electronic PHI or unsuccessful attempts at interference with systems operations in an information system containing electronic PHI and further information on such attempts shall be reported by Business Associate to Provider only upon Provider’s written request for such

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| HIPAA Policy Title: Form #18(B): Business Associate Agreement (PharMerica is Business Associate) |  |
| HIPAA Form Number: #18(B) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

information. Business Associate shall reasonably cooperate with Provider with respect to the actions required to comply with the HIPAA Regulations in connection with any Breach of Unsecured PHI reported by Business Associate to Provider.

- (d) **Subcontractors.** Business Associate shall require that all subcontractors that create, receive, maintain or transmit Provider PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply under this Agreement to Business Associate with respect to Provider PHI.
- (e) **Mitigation.** Business Associate shall take actions to mitigate any harmful effects known to Business Associate to result from an unauthorized use or disclosure of Provider PHI by Business Associate.
- (f) **Access to PHI.** To enable Provider to respond to a patient’s request to access the patient’s PHI, Business Associate shall make the patient’s PHI maintained by Business Associate in a Designated Record Set available to Provider for inspection and copying as required under the Privacy Regulations. If Business Associate uses or maintains an electronic health record with respect to Provider PHI, Business Associate shall provide such PHI in electronic format, if requested, to enable Provider to fulfill its obligations under the HITECH Act and the Privacy Regulations.
- (g) **Amendment of PHI.** To enable Provider to respond to a patient’s request to amend the patient’s PHI, Business Associate shall make the requested PHI maintained by Business Associate in a Designated Record Set available to Provider and incorporate any necessary amendment into the patient’s PHI as directed by Provider as required under the Privacy Regulations.
- (h) **Accounting of Disclosures.** To enable Provider to respond to a patient’s request for accounting of disclosures of the patient’s PHI, Business Associate shall (i) document all disclosures of Provider PHI by Business Associate which Provider would be required to include in its response to an accounting request under the Privacy Regulations and the HITECH Act, and (ii) make available to Provider the following information concerning such disclosures: the date of disclosure; the name of the recipient and, if known, the recipient’s address; a brief description of the PHI disclosed; and a brief statement of the purpose of the disclosure.
- (i) **Disclosures to Secretary of DHHS.** Business Associate shall make all internal practices, books and records relating to the use and disclosure of Provider PHI

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received or created by Business Associate on behalf of Provider available to the Secretary of DHHS for the purpose of determining Provider’s or Business Associate’s compliance with the HIPAA Regulations.


- (j) **Minimum Necessary.** In using or disclosing Provider PHI and requesting PHI from Provider or other third parties, Business Associate shall use, disclose or request only the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
- (k) **Compliance.** Business Associate shall comply with the requirements of the Security Regulations and other requirements of the HIPAA Regulations applicable to Business Associate. To the extent Business Associate is to carry out a Provider’s obligation under the Privacy Regulations, Business Associate shall comply with the requirements of the Privacy Regulations that apply to Provider in the performance of such obligation.

4. **Obligations of Provider.** With respect to the use and/or disclosure of Provider PHI by Business Associate, Provider agrees as follows:

- (a) Provider shall notify Business Associate of any limitation(s) in its notice of privacy practices, to the extent that such limitation(s) may impact Business Associate’s use or disclosure of Provider PHI,
- (b) Provider shall inform Business Associate in writing of any changes in, or revocation of, a patient’s authorization to use or disclose the patient’s PHI if such action may impact Business Associate’s use or disclosure of Provider PHI;
- (c) Provider shall notify Business Associate in writing of any restrictions on the use and/or disclosure of Provider PHI to which Provider has agreed if such restriction may impact Business Associate’s use or disclosure of Provider PHI; and
- (d) Provider shall not request Business Associate to use or disclose Provider PHI in any manner that would not be permissible under the Privacy Regulations if done by Provider, subject to the provisions of Section 3(a) of this Agreement.
- (e) Provider shall comply with the requirements of HIPAA Regulations and applicable state laws when disclosing any PHI to Business Associate.


5. **Term and Termination.**

- (a) **Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be effective on the Effective Date and shall continue in effect until Business

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Associate no longer provides the Services to Provider involving access, creation, maintenance or transmission of Provider PHI.

- (b) **Termination by Provider.** If Provider determines that Business Associate breached any material provision of this Agreement, Provider shall provide Business Associate with a written notice of breach and may terminate this Agreement if Business Associate does not cure the breach within thirty (30) business days of receiving such notice upon providing written notice of termination of this Agreement to Business Associate.
 - (c) **Termination by Business Associate.** If Business Associate determines that Provider breached any obligation of Provider under this Agreement, Business Associate shall provide Provider with a written notice of breach and may terminate this Agreement if Provider does not cure the breach within thirty (30) business days of receiving such notice upon providing written notice of termination of this Agreement to Provider.
 - (d) **Effect of Termination.** Upon termination of this Agreement, Business Associate shall promptly return to Provider or destroy Provider PHI possessed by Business Associate or its subcontractors and retain no copies or back-up records of Provider PHI. If such return or destruction is infeasible, the obligations set forth in this Agreement with respect to Provider PHI shall survive termination of the Agreement and Business Associate shall limit any further use and disclosure of Provider PHI to the purposes that make the return or destruction of Provider PHI infeasible.
6. **Independent Contractors.** Provider and Business Associate shall be independent contractors and nothing in this Agreement is intended nor shall be construed to create an agency, partnership, employer-employee, or joint venture relationship between them.
 7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof. Notwithstanding any provision in the Service Agreement indicating that it is the sole agreement governing the relationship between the parties, including a provision that the Service Agreement shall constitute the entire agreement between the parties thereof, the terms of this Agreement shall be effective and shall govern the relationship between the parties with respect to the subject matter hereof. In the event of any inconsistency between the terms of this Agreement and the terms of the Service Agreement, the terms of this Agreement shall prevail with respect to the subject matter hereof notwithstanding any contrary provision in the Service Agreement.

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| HIPAA Policy Title: Form #18(B): Business Associate Agreement (PharMerica is Business Associate) |  |
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8. **Amendment/Assignment.** This Agreement may be modified or amended only upon mutual written consent of the parties. Either party may assign its rights and obligations under this Agreement.

9. **Notices.** Any notices to be given hereunder shall be deemed effectively given when personally delivered, received by electronic means (including facsimile, pdf or e-mail) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Provider:

Fax: [insert fax number]
 Email: [insert email address]

If to Business Associate:


PharMerica
 805 N. Whittington Pkwy
 Suite 400
 Louisville, KY 40222
 Attn: Privacy Officer
 Fax: 855-226-5585
 Email: Privacy.Department@PharMerica.com

10. **No Third Party Beneficiaries.** The terms of this Agreement are not intended and shall not be construed to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

11. **Waiver.** A waiver by either party of a breach or failure to perform under this Agreement shall not constitute a waiver of any subsequent breach or failure.

12. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. A copy of the Agreement bearing a signature transmitted via facsimile or other electronic means shall be deemed to be an original.

13. **Governing Law.** This Agreement shall be governed by, construed, interpreted and enforced under the laws of the state identified in the Service Agreement as the governing state law, provided that in the event the Service Agreement does not identify such a state,

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this Agreement shall be governed by, construed, interpreted and enforced under the laws of the state of Kentucky.

14. **Service Agreement.** In the event the parties have not entered into a Service Agreement, this Agreement shall be interpreted as though the Agreement does not contain any references to a Service Agreement.

IN WITNESS WHEREOF, each party has caused this Business Associate Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

BUSINESS ASSOCIATE

PROVIDER

By: _____


By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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| HIPAA Policy Title: Use and Disclosure of Protected Health Information for Research |  |
| HIPAA Policy Number: #19 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to ensure that PharMerica uses and discloses Protected Health Information (“PHI”) for Research in accordance with applicable legal requirements. The purpose of this policy is to provide guidance concerning uses and disclosures of PHI for Research.


PROCEDURE:

1. Use and Disclosure of PHI for Research Requiring Authorization

- a. Except as provided in Paragraph 2 below, PharMerica shall obtain an Authorization before any use or disclosure of PHI for Research.
- b. An Authorization for use and disclosure of PHI for Research shall be:
 - In the form of *Form #1A, Authorization for Release of Protected Health Information*; and
 - Obtained in accordance with *Policy #1, Use and Disclosure of PHI for Treatment, Payment and Healthcare Operations and Authorization for Use and Disclosure of Protected Health Information*.
- c. PharMerica can use an altered form of *Form # 1A*, provided such form is approved by an IRB or a Privacy Board in accordance with the process for waivers described in Paragraph 2 below.
- d. PharMerica can condition the provision of Research-related treatment on a patient signing an Authorization for the use and disclosure of PHI for Research.

2. Use and Disclosure of PHI for Research Not Requiring Authorization. PharMerica may use or disclose PHI for Research, regardless of the source of funding of the Research, without obtaining an Authorization in the following circumstances:


- a. Waiver of Authorization. An Authorization is not required if PharMerica documents that an IRB or a Privacy Board waives the Authorization and the waiver:
 - Indicates that the waiver has been approved by an appropriately composed, consistent with the Privacy Regulations, IRB or Privacy Board and is signed by the chair, or designee, of the IRB or the Privacy Board;
 - Identifies the IRB or Privacy Board, the date of the approval and the PHI to which the waiver applies; and
 - Includes the determination by the IRB or Privacy Board that:
 - The use and disclosure of PHI involves only a minimal risk to the patient’s privacy based on (i) an adequate plan to protect the identifiers from improper use

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or disclosure and to destroy patient identifiers at the earliest opportunity consistent with the conduct of Research (unless retention of the identifiers is justified due to a health or Research reason or is required by law), and (ii) adequate written assurances that the PHI will not be reused or disclosed further to any other person or entity except as required by law, for authorized oversight of the Research or another Research study for which the disclosure would be permitted by the Privacy Regulations, and


- The Research could not practicably be conducted without the waiver and access to the PHI.
 - Contains a brief description of the PHI for which use or access has been determined to be necessary by the IRB or the Privacy Board.
- b. Research Protocol Preparation. An Authorization is not required if PharMerica obtains from the researcher representations documenting that:
- The PHI is sought solely to prepare a Research protocol or for other similar activity preparatory to Research;
 - The PHI will not be removed from PharMerica’s premises by the researcher in the course of the review; and
 - The PHI for which use or access sought is necessary for Research purposes.
- Note: This Paragraph (b) permits PharMerica to use PHI for purposes of contacting potential research subjects but PharMerica cannot disclose PHI to a third party to contact research subjects.
- c. Research on Decedent’s PHI. An Authorization is not required if PharMerica obtains from the researcher representations documenting that:
- The PHI is sought solely for Research on the PHI of decedents;
 - The PHI sought is necessary for Research purposes; and
 - There is documentation of the death of the patients whose PHI is sought.
- d. Limited Data Sets. An Authorization is not required if the PHI is part of a Limited Data Set and PharMerica follows all of the requirements of *Policy #20, Use and Disclosure of Limited Data Sets.*
- e. De-Identified Information. An Authorization is not required if the PHI is de-identified and PharMerica follows all of the requirements of *Policy #21, De-identification of Protected Health Information.*

3. Tracking Disclosures. For purposes of responding to patient requests for accounting of PHI

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disclosures, PharMerica shall track all disclosures of PHI for Research made without an Authorization.

4. **Documentation.** All documentation related to disclosures of PHI for Research shall be maintained in the patient’s record for at least six (6) years from the date the document was created.


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| HIPAA Policy Title: Use and Disclosure of Limited Data Sets |  |
| HIPAA Policy Number: #20 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to ensure that any use and disclosure of a Limited Data Set is consistent with applicable legal requirements. The purpose of this policy is to:


- Provide guidance on permitted uses and disclosures of Limited Data Sets,
- Establish a process for assuring that PharMerica enters into Data Use Agreements with recipients of Limited Data Sets (“Data Recipients”), and
- Provide a procedure for addressing violations of Data Use Agreements.

PROCEDURE:

1. **Use and Disclosure of Limited Data Sets.** PharMerica may use and disclose PHI which has been converted into a Limited Data Set if:
 - a. The Limited Data Set excludes the following direct identifiers of the patient and the patient’s relatives, employers and household members from the PHI:
 - Names,
 - Postal address, except town/city, state and zip code,
 - Telephone numbers, fax numbers and electronic mail addresses,
 - Social security numbers,
 - Medical record numbers (including prescription numbers),
 - Health plan beneficiary and account numbers,
 - Certificate and license numbers,
 - Vehicle identifiers/serial numbers, including license plate numbers,
 - Device identifiers/serial numbers,
 - Web Universal Resource Locators and internet protocol address numbers,
 - Biometric identifiers, including finger and voice prints, and
 - Full face photographs and comparable images.
 - b. PharMerica uses or discloses the Limited Data Sets only for purposes of research, public health or PharMerica’s healthcare operations; and
 - c. Before disclosing a Limited Data Set to a Data Recipient, PharMerica enters into a Data Use Agreement with the Data Recipient in the form of *Form #20, Form Data Use Agreement*. (If PharMerica desires to enter into a Data Use Agreement which deviates from *Form #20*, prior approval shall be obtained from the Privacy Officer.)
2. **Disclosure to Business Associate.** PharMerica may disclose PHI to a Business Associate for the purpose of creating a Limited Data Set, whether or not the limited data set is to be used by PharMerica.

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| HIPAA Policy Title: Use and Disclosure of Limited Data Sets |  |
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3. **Violations of Data Use Agreements.** The Privacy Officer or a designee shall investigate all complaints and other information evidencing any violations of a Data Use Agreement. If PharMerica becomes aware of a Data Recipient’s pattern of activity that violates the Data Recipient’s obligation(s) under a Data Use Agreement, PharMerica shall take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, PharMerica shall:
 - a. Discontinue disclosure of the Limited Data Sets to the Data Recipient, and
 - b. Report the problem to the Secretary of DHHS.
4. **Documentation.** PharMerica shall maintain all Data Use Agreements of PharMerica for at least six (6) years from the last date that such agreement was in effect.

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| HIPAA Policy Title: Form #20: Form Data Use Agreement |  |
| HIPAA Form Number: #20 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018, October 28, 2019 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

DATA USE AGREEMENT

This Data Use Agreement (“Agreement”) is entered into by and between _____ (“Data Recipient”) and PharMerica Corporation, on its own behalf and on behalf of all of its present and future affiliates and subsidiaries which together form an affiliated covered entity, (“PharMerica”), effective as of _____, (“Effective Date”).

RECITALS

- A. Under the “limited data sets” provisions of the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (“Privacy Regulations”), PharMerica can disclose the Limited Data Set to Data Recipient if Data Recipient agrees to the terms of this Agreement.
- B. The parties desire to enter into this Agreement to (i) permit PharMerica to disclose the Limited Data Set to Data Recipient, (ii) protect the privacy of the Limited Data Set in compliance with the Privacy Regulations, and (iii) set forth the manner in which Data Recipient will handle the Limited Data Set received from PharMerica.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. Definitions.

- (a) All terms used in this Agreement and defined in the Privacy Regulations or the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder (“HITECH Act”) shall have the meaning ascribed to them in the Privacy Regulations or the HITECH Act, as applicable.

- 2. Additional Data Recipients.** In addition to Data Recipient, the following individuals or classes of individuals are permitted to use/receive the Limited Data Set, all of whom shall be subject to the same restrictions and conditions that apply under this Agreement to Data Recipient with respect to the Limited Data Set: _____

- 3. Obligations of Data Recipient.** With regard to the use and disclosure of the Limited Data Set, Data Recipient agrees as follows:


- (a) Use and Disclosure of Limited Data Set. Data Recipient shall use and disclose the Limited Data Set solely for research, public health or PharMerica’s healthcare operations as authorized by this Agreement or required by law, provided that such use and disclosure would not violate the Privacy Regulations if performed by PharMerica.
- (b) Safeguards. Data Recipient shall at all times utilize all appropriate safeguards necessary to prevent any use or disclosure of the Limited Data Set not authorized by this Agreement.

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- (c) Reporting. Within three (3) business days upon becoming aware of any use or disclosure of the Limited Data Set not authorized by this Agreement, Data Recipient shall report such use or disclosure and the remedial action taken or proposed to be taken with respect to such use or disclosure to the Privacy Officer of PharMerica. With respect to any improper uses and disclosures of the Limited Data Set that constitute or could potentially constitute a Breach of Unsecured PHI, Data Recipient’s report shall include the following: (i) a brief description of the incident, including the date of the incident, the date of the discovery of the incident and identification of each patient whose unsecured PHI has been, or is reasonably believed to have been, improperly accessed, acquired, used or disclosed, (ii) a description of the types of unsecured PHI involved in the incident, (iii) any steps the patient should take to protect himself or herself from harm resulting from the incident, (iv) a brief description of what Data Recipient is doing to investigate the incident, to mitigate the harm to the patient and to protect against future occurrences; and (v) any other relevant information. Upon providing such report to PharMerica, Data Recipient shall fully cooperate with PharMerica to enable PharMerica to conduct a risk assessment and determine whether the incident resulted in a breach of unsecured PHI. If it is determined that the incident resulted in a breach of unsecured PHI, Data Recipient shall fully cooperate with PharMerica with respect to providing any notification of the breach as required by the HITECH Act and taking all additional actions as may be required to comply with the HITECH Act. Data Recipient shall maintain documentation of the breach as required by the HITECH Act.
- (d) Agents and Subcontractors. Data Recipient shall ensure that all agents and subcontractors to whom Data Recipient provides the Limited Data Set agree in writing to the same restrictions and conditions that apply under this Agreement to Data Recipient with respect to the Limited Data Set.
- (e) Identity of Patients. Data Recipient agrees not to use the information contained in the Limited Data Set to identify the patient or to contact any patient who is a subject of the Limited Data Set.
- (f) Minimum Necessary. In using or disclosing the Limited Data Set and requesting the Limited Data Set from PharMerica, Data Recipient shall use, disclose or request only the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

4. Term and Termination.

- (a) Term. Unless earlier terminated pursuant to Section 4(b) below, the term of this Agreement shall commence as of the Effective Date and shall terminate when all of the Limited Data Sets provided by PharMerica to Data Recipient, or created or received by Data Recipient on behalf of PharMerica, are destroyed or returned to PharMerica.


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| HIPAA Policy Title: Form #20: Form Data Use Agreement |  |
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(b) **Termination.** If PharMerica determines that Data Recipient breached any provision of this Agreement, PharMerica shall have the right to either:

- i. Immediately terminate this Agreement without providing Data Recipient an opportunity to cure the breach, or
- ii. Provide Data Recipient with a written notice of breach and terminate this Agreement if Data Recipient does not cure the breach within thirty (30) days of receiving such notice, and if such steps are unsuccessful, discontinue disclosures of the Limited Data Set to Data Recipient and report the problem to the Secretary of the Department of Health and Human Services.

(c) **Effect of Termination.** Upon termination of this Agreement, Data Recipient shall immediately return to PharMerica or destroy, if requested by PharMerica, any Limited Data Set possessed by Data Recipient, its agents or subcontractors and retain no copies or back-up records of such Limited Data Sets.

5. **Indemnification.** Data Recipient agrees to indemnify and hold harmless PharMerica and its affiliates, directors, officers, employees and agents against any and all losses, liabilities, judgments, penalties, claims, awards and costs, including costs of investigation and legal fees and expenses, arising out of or related to a breach of this Agreement by Data Recipient, including, without limitation, any fees incurred by PharMerica as necessary to comply with the HITECH Act breach of unsecured PHI requirements.
6. **Amendment.** This Agreement may be modified or amended only upon mutual written consent of the parties. The parties agree to take any action required to amend this Agreement if PharMerica, in its reasonable discretion, determines that an amendment is necessary for PharMerica to comply with the requirements of the Privacy Regulations or any other laws or regulations affecting the use or disclosure of Limited Data Sets.
7. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.
8. **Assignment.** Data Recipient may not assign its rights and obligations under this Agreement without the prior written consent of PharMerica. PharMerica may assign its rights and obligations under this Agreement upon providing prior written notice of assignment to Data Recipient.
9. **Notices.** Any notices to be given hereunder shall be deemed effectively given when personally delivered, received by electronic means (including facsimile) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

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| HIPAA Policy Title: Form #20: Form Data Use Agreement |  |
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| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

If to Data Recipient: _____

If to PharMerica: PharMerica
 805 N. Whittington Pkwy
 Suite 400
 Louisville, KY 40222
 Attn: Privacy Officer

10. **No Third Party Beneficiaries.** The terms of this Agreement are not intended and shall not be construed to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.
11. **Waiver.** A waiver by either party of a breach or failure to perform under this Agreement shall not constitute a waiver of any subsequent breach or failure.
12. **Counterparts/Facsimile.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. A copy of the Agreement bearing a facsimile or other electronic signature shall be deemed to be an original.
13. **Governing Law.** This Agreement shall be governed by, construed, interpreted and enforced under the laws of the state of Kentucky.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

DATA RECIPIENT

PROVIDER

By: _____


By: _____

Name: _____

Name: _____

Title: _____

Title: _____


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| <p>HIPAA Policy Title: Use and Disclosure of De-identified Information</p> |  |
| <p>HIPAA Policy Number: #21</p> | <p>Revised on: January 1, 2011, August 30, 2013, December 1, 2018</p> |
| <p>Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”)</p> | |

POLICY: It is the policy of PharMerica to assure that PharMerica uses and discloses de-identified Protected Health Information (“PHI”) and re-identified PHI in compliance with applicable legal requirements. The purpose of this policy is to provide guidance regarding use and disclosure of De-identified Information and re-identified PHI.

PROCEDURE:

1. Use and Disclosure of De-identified Information. If PharMerica follows one of the two methods outlined below for de-identifying PHI, use and disclosure of the De-identified Information is not subject to the Privacy Regulations and therefore the De-identified Information may be used or disclosed without following PharMerica’s policies and procedures for use and disclosure of PHI:


- a. Statistical Method. A person with appropriate knowledge and experience with generally accepted statistical and scientific principles and methods for making information not individually identifiable and applying such principles and methods:
 - Determines that the risk is very small that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify a patient who is a subject of the information; and
 - Documents the methods and results of the analysis supporting this determination; or
- b. Removal of Identifiers Method.
 - All of the following identifiers of the patient and of the patient’s relatives, employers and household members are removed from the PHI:
 - Name,
 - All geographic subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geocodes,
 - Telephone and fax numbers, and electronic mail addresses,
 - All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older,
 - Social security number,
 - Health plan beneficiary numbers,
 - Account numbers,
 - Medical record numbers,
 - Certificate/license numbers,

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- Vehicle identifiers/serial numbers and license plate numbers,
 - Device identifiers and serial numbers,
 - Web universal resource locators,
 - Internet protocol address numbers,
 - Biometric identifiers, including finger and voice prints,
 - Full face photographs and other comparable images, and
 - Any other unique identifying number, characteristic, or code (other than a re-identification code); and
- To PharMerica’s actual knowledge, the De-identified Information could not be used alone or in combination with other information to identify the patient who is the subject of the information.

2. Use and Disclosure of Re-identified PHI

- a. PharMerica may use a code or another record identification method to re-identify De-identified Information if:
 - The code or another record identification method is not derived from or related to the information about the patient and is not otherwise capable of being translated so as to identify the patient; and
 - PharMerica does not use or disclose the code or another record identification method for any other purpose and does not disclose the mechanism for re-identification to third parties.
- b. If PharMerica re-identifies any PHI using a code or other record identification method, use and disclosure of the re-identified PHI shall be carried out in accordance with PharMerica’s policies and procedures for use and disclosure of PHI.


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| HIPAA Policy Title: Notification for Breach of Unsecured PHI |  |
| HIPAA Policy Number: #22 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY It is the Policy of PharMerica to provide notification of any Breaches of Unsecured PHI in accordance with the requirements of the Breach Notification Rule. The purpose of this Policy is to describe steps that must be taken in the event of a Breach of Unsecured PHI, including providing notification of such Breach to:

- Each patient whose Unsecured PHI has been, or is reasonably believed to have been, Breached;
- The Secretary of the U.S. Department of Health and Human Services (“HHS”); and
- Prominent media outlets serving the state or jurisdiction if the Breach involves more than 500 residents of such state or jurisdiction.

PROCEDURE:


1. **Reporting Potential Breach of Unsecured PHI.** Workforce members shall immediately report any actual or suspected access, acquisition, use or disclosure of PHI in violation of the HIPAA Privacy Regulations (“Incident”) to the Privacy Officer. Such report shall be made by completing, in coordination with the Privacy Coordinator, Form 22A, Unsecured PHI Incident Report and submitting the completed Unsecured PHI Incident Report to the Privacy Officer. Examples of an Incident that must be reported to the Privacy Officer include, without limitation, loss of an electronic device containing PHI, unauthorized access to a server, sending information containing PHI to an incorrect recipient, sending information containing PHI to a personal e-mail account, disposing paper records with PHI to trash. This list of examples is not exhaustive and any Incident must be reported to the Privacy Officer. If a Workforce member is in doubt whether a particular event constitutes an Incident that needs to be reported to the Privacy Officer, the Workforce member shall contact the Privacy Officer for guidance and direction.
2. **Determining Whether a Breach of Unsecured PHI Occurred.** Upon receiving a report of any actual or suspected unauthorized access, acquisition, use or disclosure of PHI, the Privacy Officer shall immediately investigate the incident to determine if the incident resulted in a Breach of Unsecured PHI. In conducting the investigation the Privacy Officer may consult with legal counsel, as appropriate. This investigation shall include the following steps:
 - (a) **Step 1.** Determine whether the incident resulted in a violation of the HIPAA Privacy Regulations. If yes, proceed to Step 2. If no, no Breach of Unsecured PHI occurred and no notification is required under this Policy.
 - (b) **Step 2.** Determine whether the incident involved “Unsecured PHI.” If yes, proceed to Step 3. If no, no Breach of Unsecured PHI occurred and no notification is required under this Policy.

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- (c) **Step 3.** Determine whether the incident is excluded from the definition of the term “Breach.” If no, proceed to Step 4. If yes, no Breach of Unsecured PHI occurred and no notification is required under this Policy.
- (d) **Step 4.** Conduct a risk assessment to determine whether there is low probability that PHI has been compromised as a result of the incident, considering the following factors:
- (i) The nature and extent of Unsecured PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (ii) The unauthorized person who used the Unsecured PHI or to whom the Unsecured PHI was disclosed;
 - (iii) Whether the Unsecured PHI was actually acquired or used;
 - (iv) The extent to which the risk of Unsecured PHI has been mitigated; and
 - (v) Any other relevant factors regarding the incident.


The incident shall be presumed to be a Breach of Unsecured PHI, unless the risk assessment demonstrates that there is low probability that the PHI has been compromised. If, based on the risk assessment, it is determined that that there is low probability that the PHI has been compromised, PharMerica, in consultation with legal counsel if appropriate, shall conclude that no Breach of Unsecured PHI has occurred and that no notification is required under this Policy. The risk assessment shall be documented on the Breach of Unsecured PHI Log and Risk Assessment Form.

- 3. Procedure if No Breach of Unsecured PHI Occurred.** If based on Steps 1-4 above, PharMerica determines that the incident did not constitute a Breach of Unsecured PHI, PharMerica shall document such conclusion and the rationale for such conclusion and shall maintain such risk assessment documentation and any additional supporting documents for a period of at least six (6) years from the determination.
- 4. Procedure if a Breach of Unsecured PHI Occurred.** If based on Steps 1-4 above, PharMerica determines that a Breach of Unsecured PHI occurred, PharMerica shall provide notice of the Breach to the affected individuals, media and HHS and maintain documentation of such notice as provided below in this Policy.
- (a) **Notice to Patient.** Written notice of Breach shall be provided to each patient whose Unsecured PHI has been has been, or is reasonably believed to have been, accessed, acquired, used or disclosed as a result of the Breach, as follows:
- (i) **Timing of Notice.** Unless contrary instructions from law enforcement are received as described below in this Policy, the notice to patients shall be provided without unreasonable delay and no later than sixty (60) days after PharMerica discovers the Breach. The Breach is considered to be discovered on

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the first day on which the Breach is known, or would have been known by exercising reasonable diligence to any person who is a workforce member or agent of PharMerica determined in accordance with the Federal common law of agency (other than the person committing the Breach).

- (ii) **Manner of Notice.** The notice shall be sent by first-class mail addressed to the patient’s last known address. Notice may be sent electronically if the patient has agreed to receive electronic notice and the agreement has not been withdrawn. If PharMerica knows the patient is deceased, PharMerica shall provide written notice by first-class mail to the next-of-kin or personal representative of such patient if PharMerica has the addresses of those individuals. The notification may be provided in one or more mailings as information is available.
- (iii) **Content of Notice.** The notice shall be written in plain language. The notice shall contain the following information: (A) a brief description of the Incident, including the date of the Breach and the date of the discovery of the Breach if known, (B) a description of the types of Unsecured PHI involved in the Breach such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved (rather than a description of the actual PHI), (C) any steps the individual should take to protect himself or herself from potential harm resulting from the Breach, (D) a brief description of what PharMerica is doing to investigate the Breach, to mitigate the harm to the individual and to protect against future Breaches, and (E) contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website or postal address.
- (iv) **Substitute Notice.** If there is insufficient or out-of-date contact information for a patient that precludes written notice to such patient, as soon as reasonably possible after such determination, PharMerica shall provide notice reasonably calculated to reach the patient as described below.
 - A. If there is insufficient or out-of-date contact information for fewer than ten (10) patients, notice may be provided by e-mail, telephone or other means.
 - B. If there is insufficient or out-of-date contact information for ten (10) or more patients, notice shall (1) be in the form of either a conspicuous posting for ninety (90) days on PharMerica’s website home page or conspicuous notice in major print or broadcast media in geographic areas where the affected patients likely reside, and (2) include a toll-free number that remains active

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for at least ninety (90) days so that the patient can learn whether his or her Unsecured PHI was included in the Breach.

C. Substitute notice need not be provided if the affected patient is deceased and PharMerica has insufficient or out-of-date contact information for the next of kin or personal representative of the patient.

(v) **Additional Notice in Urgent Situations.** If PharMerica determines there is potential for imminent misuse of the Unsecured PHI in connection with a Breach, PharMerica may provide information regarding the Breach to patients by telephone or other means, as appropriate, in addition to providing the required written notice as described above.


(b) **Notice to HHS.** Unless contrary instructions from law enforcement are received (see Section 4(d) below), in addition to notifying the patients as described above, PharMerica also shall notify HHS of the Breach of Unsecured PHI. Such notification shall be provided as follows:

- (i) If the Breach involves 500 or more patients, PharMerica shall notify HHS of the Breach contemporaneously with providing the notice to the patient and in a manner specified by HHS on its website.
- (ii) If the Breach involves less than 500 patients, PharMerica shall maintain a log or similar documentation of the Breach and shall provide the required documentation to HHS no later than sixty (60) days after the end of each calendar year in the manner specified by HHS on its website.

(c) **Notice to the Media.** If a Breach involves more than 500 residents of a state or jurisdiction, in addition to notifying the patients and HHS, PharMerica also shall notify prominent media outlets serving the state or jurisdiction. Unless contrary instructions from law enforcement are received as described below in this Policy, such notice shall be provided without unreasonable delay and in no case later than sixty (60) calendar days after discovery of the Breach. The notice to the media shall contain the same information included in the notice regarding the Breach to the patients.

(d) **Law Enforcement Delay.** If a law enforcement official informs PharMerica that the notice to patients, HHS or the media described above would impede a criminal investigation or cause damage to national security, PharMerica shall:


- (i) If the statement is in writing and specifies the time for which a delay is required, delay the notification for the specified time; or
- (ii) If the statement is made orally, document the statement, including the identity of the official, and delay the notification for no longer than thirty (30) days from the date

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of the oral statement, unless during that thirty (30) day time period, the official provides a written statement requiring a different notification timeframe.


5. Breach Reported by Business Associate:

- (a) **Breach Reported by PharMerica’s Business Associate.** PharMerica’s Business Associates shall be required by the terms of the business associate agreements to report to PharMerica any Breach of Unsecured PHI involving PharMerica’s patients without unreasonable delay and in no case later than sixty (60) calendar days after discovery of a Breach. In the event PharMerica receives notification of a suspected unauthorized access, acquisition, use or disclosure of PHI from a Business Associate of PharMerica, the Privacy Officer shall coordinate with the Business Associate to ensure that all necessary information regarding such incident and affected patients is promptly obtained. The risk assessment shall be completed and notifications to patients, HHS and media shall be provided consistent with the requirements set forth in this Policy. With respect to the Breaches caused by a Business Associate of PharMerica, PharMerica may, if determined appropriate by PharMerica, request that patient and other required notifications as required under this Policy be provided by Business Associate, provided that PharMerica approves the content of such notifications.
- (b) **Breach Notification Requirements When PharMerica is Business Associate.** If PharMerica maintains Unsecured PHI that was subject to the Breach in its capacity as a Business Associate of another covered entity, PharMerica shall notify the applicable covered entity regarding such Breach upon determining that Breach occurred. Such notification shall be in writing, made in accordance with the terms of the applicable Business Associate Agreement and provided consistent with the Breach Notification Rule, without unreasonable delay and in no case later than sixty (60) calendar days after discovery of a Breach. Notification shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by PharMerica to have been, accessed, acquired, used, or disclosed during the Breach. PharMerica shall provide the covered entity with any other available information that the covered entity is required to include in notification to the individual at the time of the notification as required by this Policy or promptly thereafter as information becomes available.
- (c) **Discovery of Breach By Business Associate.** A Breach shall be treated as discovered by a business associate as of the first day on which such Breach is known to the business associate or, by exercising reasonable diligence, would have been known to the business associate. A business associate shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or

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other agent of the business associate (determined in accordance with the Federal common law of agency).

6. **Mitigation.** In addition to providing required notifications as set forth in this policy, in the event of improper use or disclosure of PHI, PharMerica will take appropriate steps to promptly mitigate, to the extent practicable, any harmful effects of the unauthorized use or disclosure of PHI by PharMerica or a Business Associate of PharMerica. Examples of mitigation steps include obtaining a confidentiality agreement from an incorrect recipient of PHI, requiring that PHI sent to an incorrect recipient be immediately returned to PharMerica or destroyed or reporting loss of a device containing PHI to law enforcement. The appropriate mitigation steps will vary depending on the nature of the Incident and shall be determined on a case by case basis by the Privacy Officer in consultation with the legal counsel and Security Officer, as applicable.
7. **Documentation of Breach Notice.** PharMerica shall maintain the documentation related to the provision of notice to patients, HHS, the media, any covered entity pursuant to a Business Associate Agreement, if applicable, and any communication from law enforcement related to the delayed notification, if applicable, for at least six (6) years from the date notice was provided.
8. **Periodic Review of Policy.** This Policy shall be reviewed periodically and updated on an as needed basis to incorporate any amendments to the Breach Notification Rule related to providing notices of Breach of Unsecured PHI and any guidance issued by HHS relevant to this Policy.
9. **State Data Breach Requirements.** This Policy sets forth notice requirements in the event of a Breach of Unsecured PHI as required by the Breach Notification Rule. In the event of an alleged unauthorized use or disclosure of PHI, PharMerica shall, in consultation with legal counsel, also determine if any additional notification is required under applicable state data breach laws (e.g. notice to the state Attorney General or to consumer reporting agencies) and shall provide such notification as appropriate and as required by applicable laws.
10. **Compliance with Other Policies.** In the event of an alleged unauthorized access, acquisition, use or disclosure of PHI, PharMerica shall consider whether the Breach triggers any actions that need to be taken by PharMerica under other policies of PharMerica applicable to unauthorized uses of Unsecured PHI (e.g., HIPAA Security policies and procedures).

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| HIPAA Policy Title: Form 22(A): Unsecured PHI Incident Report |  |
| HIPAA Form Number: #22(A) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Note: In the event of a potentially unauthorized access to, use or disclosure of PHI, please complete this form as accurately as possible. Please submit the completed form to privacy.department@pharmerica.com. This information will be used to evaluate whether the incident constitutes a Breach of Unsecured PHI (refer to HIPAA Glossary in Privacy Policy and Procedures Manual).

Date of Incident: _____ **Date Incident Discovered:** _____

Number of Patients Involved: _____ **State Where Incident Occurred:** _____

Type of PHI Involved:

- Financial Information Demographic Information Other: _____
 Medication/Clinical Information Social Security Numbers

Type of Incident:

- Medication delivery error**

Was medication promptly picked up and delivered to correct location? Yes No

Specify the recipient of medication delivered in error: _____

- Misdirected fax** _____ **or email** _____ (check as applicable)

Did the recipient return misdirected fax or confirm destruction of misdirected fax? Yes No

Was e-mail sent in encrypted form? Yes No

Did the recipient confirm deletion of misdirected e-mail? Yes No

Recipient of misdirected fax/e-mail (include name and organization): _____

- Other (please explain)** _____

Detailed Description of Incident (use additional pages if necessary): _____

If Electronic PHI Involved, was PHI Encrypted? _____

Was a Business Associate Involved in Incident? _____


Name/Contact Information of Business Associate: _____

Name/Title of Person Completing Report: _____

Contact Information: _____

Date: _____

Additional Documentation Attached: Yes No

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| HIPAA Policy Title: Form #22(B): Breach of Unsecured PHI Log and Risk Assessment |  |
| HIPAA Form Number: #22(B) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Date of Incident: _____ **Date Incident Discovered:** _____

Number of Patients Involved: _____

Type of PHI Involved:

- Financial Information
- Medication/Clinical Information
- Other (please explain)
- Demographic Information
- Social Security Numbers

Brief Description of Incident: _____

Determination of Whether Incident Resulted in Breach of Unsecured PHI:

Step 1. Did the incident result in a violation of the HIPAA Privacy Regulations?

- Yes
- No

Explain: _____

If yes, proceed to Step 2; If no, no Breach of Unsecured PHI occurred and no further action is needed.

Step 2. Did the incident involve “Unsecured PHI?”

- Yes
- No

Explain: _____

If yes, proceed to Step 3; If no, no Breach of Unsecured PHI occurred and no further action is needed.


Step 3. Is the incident excluded from the definition of the term “Breach”?

- Yes
- No

Explain: _____

If no, proceed to Step 4; If yes, no Breach of Unsecured PHI occurred and no further action is needed.

Step 4. Is there low probability that Unsecured PHI has been compromised as a result of the incident, considering the following: (a) the nature and extent of Unsecured PHI involved, including the types of identifiers and the likelihood of re-identification; (b) the unauthorized person who used the Unsecured PHI or to whom the Unsecured PHI was disclosed; (c) whether the Unsecured PHI was actually acquired or used; (d) the extent to which the risk to the Unsecured PHI has been

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| HIPAA Policy Title: Form #22(B): Breach of Unsecured PHI Log and Risk Assessment |  |
| HIPAA Form Number: #22(B) | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
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mitigated; and (e) any other relevant factors regarding the incident? (Attach supporting documentation as appropriate.)

- Yes No

Explain: _____

If yes, no Breach of Unsecured PHI occurred and no further action is needed; if no, follow the steps outlined in the Breach Notification Policy and complete the remaining portions of this form.

Type of Breach:

- | | |
|--|---|
| <input type="checkbox"/> Theft | <input type="checkbox"/> Loss |
| <input type="checkbox"/> Improper Disposal | <input type="checkbox"/> Unauthorized Access |
| <input type="checkbox"/> Hacking/IT Incident | <input type="checkbox"/> Other (please explain) |

Location of Breached PHI:


- | | |
|---|--|
| <input type="checkbox"/> Laptop Computer | <input type="checkbox"/> E-mail |
| <input type="checkbox"/> Desktop Computer | <input type="checkbox"/> Network Server |
| <input type="checkbox"/> Other Portable Electronic Device | <input type="checkbox"/> Electronic Media Record |
| <input type="checkbox"/> Paper | <input type="checkbox"/> Other (please explain) |

Description of Breach: _____

(Explain how the Breach occurred, how the Breach was discovered and investigated and other relevant facts; use additional sheets and attach supporting documentation as necessary and applicable)

Safeguards in Place Prior to Breach: _____

Actions Taken in Response to Breach: _____

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| HIPAA Policy Title: Form #22(B): Breach of Unsecured PHI Log and Risk Assessment |  |
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(Examples: new safeguards, sanctions, employee training, changes in policies; use additional sheets and attach supporting documentation as necessary and applicable)

Date of Notice to Patient: _____ **Substitute Notice:** Yes No

Date of Notice to DHHS: _____ **Annual Notice:** Yes No

(If less than 500 patients involved, notice to DHHS must be submitted electronically within 60 days of the end of calendar year when the breach occurred)

Date of Notice to Media: _____ *(If notice to media is not required, please indicate so)*

States Where Media Notice Provided: _____

If notice delayed per law enforcement request, please explain: _____

Was Breach Caused by a Business Associate of PharMerica?:

Yes No *If yes, complete the following:*

Name/Address of BA: _____

Name of BA Contact Person: _____

E-mail and Phone Number of BA Contact Person: _____


Date BA Reported Breach: _____

Date BA Discovered Breach: _____

Mitigation Actions Taken by BA: _____

Name/Title of Person Completing This Form: _____


Additional Documentation Attached: Yes No

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| HIPAA Policy Title: Requirements Pertaining to Sale of PHI |  |
| HIPAA Policy Number: #23 | Revised on: January 1, 2011, August 30, 2013, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

POLICY: It is the policy of PharMerica to sell any Protected Health Information (“PHI”) only in accordance with applicable legal requirements. The purpose of this policy is to provide guidance regarding requirements pertaining to the Sale of PHI.

PROCEDURE:

1. Any Sale of PHI by PharMerica requires obtaining a prior Authorization from the patient in accordance with the Policy #1, Use and Disclosure of PHI for Treatment, Payment and Healthcare Operations and Authorizations for Use and Disclosure of Protected Health Information. The Authorization form must indicate that the disclosure of PHI will result in remuneration to PharMerica.
2. Sale of PHI means a disclosure of PHI by PharMerica if PharMerica will directly or indirectly receive remuneration from or on behalf of the recipient of PHI in exchange for the PHI. Sale of PHI does not include disclosure of PHI for the following purposes:
 - a. Public health purposes consistent with the requirements of the Privacy Regulations,
 - b. Research purposes consistent with the requirements of the Privacy Regulations where the only remuneration received is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for such purposes,
 - c. Patient Treatment and Payment purposes as permitted by the Privacy Regulations,
 - d. The sale, transfer, merger or consolidation of all or part of PharMerica and for related due diligence,
 - e. To Business Associate for activities that the Business Associate undertakes on behalf of PharMerica and the only remuneration provided is by PharMerica to the Business Associate for the performance of such activities,
 - f. To a patient, when the patient request access to the PHI or accounting of PHI disclosures,
 - g. As required by law and consistent with the requirements of the Privacy Regulations, or
 - h. Any other purpose permitted by and consistent with the requirements of the Privacy Regulations where the only remuneration received by PharMerica is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for such purpose or a fee otherwise expressly permitted by other law.

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| HIPAA Policy Title: HIPAA Glossary |  |
| | Revised on: January 1, 2011; July/2012, August 30, 2013, March 3, 2018, December 1, 2018 |
| Scope: Applies to PharMerica Affiliated Covered Entity (“PharMerica”) | |

Authorization – A written document completed and signed by a patient or a patient’s personal representative to authorize specific use or disclosure of PHI.


Breach – The acquisition, access, use or disclosure of PHI in a manner not permitted by HIPAA Privacy Regulations that compromises the security or privacy of the PHI. Breach excludes:

- a) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations.
- b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations.
- c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

Breach Notification Rule – means Federal regulations on Notification in the Case of Breach of Unsecured Protected Health Information promulgated under HIPAA and HITECH Act.

Business Associate – With respect to a covered entity, a person who:

- (i) On behalf of such covered entity or of an organized healthcare arrangement in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement, creates, receives, maintains, or transmits PHI for a function or activity regulated by the Administrative Data Standards and Related Requirements, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and repricing; or (ii) provides, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for such covered entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of PHI from such covered

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entity or arrangement, or from another business associate of such covered entity or arrangement, to the person. A covered entity may be a business associate of another covered entity.

Business associate includes: (a) a Health Information Organization, E-prescribing Gateway, or other person that provides data transmission services with respect to PHI to a covered entity and that requires access on a routine basis to such PHI, (b) a person that offers a personal health record to one or more individuals on behalf of a covered entity, and (c) a subcontractor that creates, receives, maintains, or transmits PHI on behalf of the business associate.

Business associate does not include: (a) a healthcare provider, with respect to disclosures by a covered entity to the health care provider concerning the treatment of the individual, (b) a plan sponsor, with respect to disclosures by a group health plan (or by a health insurance issuer or HMO with respect to a group health plan) to the plan sponsor, to the extent that the requirements of the Privacy Regulations apply and are met, (c) a government agency, with respect to determining eligibility for, or enrollment in, a government health plan that provides public benefits and is administered by another government agency, or collecting PHI for such purposes, to the extent such activities are authorized by law, or (d) a covered entity participating in an organized health care arrangement that performs a function or activity as described by paragraph (i) of this definition for or on behalf of such organized health care arrangement, or that provides a service as described in paragraph (ii) of this definition to or for such organized health care arrangement by virtue of such activities or services.


Common Control – An entity having the power, directly or indirectly, significantly to influence or direct the actions or policies of another entity.

Common Ownership – An entity possessing an ownership or equity interest of 5 percent or more in another entity.

Covered Entity – A health plan, a healthcare clearinghouse, or a healthcare provider who transmits any health information in electronic form in connection with a standard transaction and is obligated to comply with HIPAA.

Data Aggregation – With respect to PHI created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such protected health information by the business associate with the protected health information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

Data Use Agreement – An agreement between a Covered Entity and a Limited Data Set

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recipient that establishes the permitted Uses and Disclosures of the Limited Data Set.

De-identified Information – Health information that does not identify a patient and with respect to which there is no reasonable basis to believe that the information can be used to identify a patient.

Designated Record Set - A group of records maintained by or for PharMerica which include the patient’s pharmacy and other medical records, billing or financial records and any other records which are used, in whole or in part, to make decisions about the patient. For purposes of this definition the term “Record” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for PharMerica.

Direct Treatment Relationship – A treatment relationship between an individual and a health care provider that is not an indirect treatment relationship.


Disclosure – The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

Electronic Media – (a) electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card, and (b) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

Electronic Health Record – An electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.

Family Member – includes:

- a) A dependent as such term is defined in 45 CFR 144.103;
- b) Any other person who is a first-degree, second-degree, third-degree or fourth-degree relative of the patient or of a dependent of the patient;
 - i. First-degree relatives include parents, spouses, siblings and children,

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- ii. Second-degree relatives include grandparents, grandchildren, aunts, uncles, nephews and nieces,
 - iii. Third-degree relatives include great-grandparents, great-grandchildren, great aunts, great uncles and first cousins, and
 - iv. Fourth-degree relatives include great-great-grandparents, great-great-grandchildren and children of first cousins.
- c) Relatives by marriage or adoption are treated the same as biological relatives and half-relatives are treated the same as full-relatives.

Financial Remuneration – direct or indirect payment from or on behalf of a third party whose conduct or services is being described. Direct or indirect payment does not include any Payment for patient Treatment.

Genetic Information – includes information on behalf of a patient about:

- a) The patient’s genetic tests,
- b) The genetic tests of Family Members of the patient,
- c) The manifestation of a disease or disorder in Family Members of such patient, or
- d) Any request for, or receipt of, genetic services, or participation in clinical research which includes genetic services, by the patient or any Family Member of the patient.


Genetic Information includes information from a fetus carried by the patient or Family Member who is a pregnant woman and any embryo legally held by a patient or Family Member utilizing an assisted reproductive technology.

Genetic Information excludes information about the sex or age of any individual.

Genetic Services – means (a) a genetic test, (b) genetic counseling, or (c) genetic education.

Genetic Test – means an analysis of human DNA, RNA, chromosomes, proteins or metabolites, if the analysis detects genotypes, mutations or chromosomal changes, and does not include an analysis of proteins or metabolites that is directly related to a manifested disease, disorder or pathological condition.

Health Information – Any information, including genetic information, whether oral or recorded in any form or medium, that: (a) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

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Health Oversight Agency – An agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is authorized by law to oversee the health care system (whether public or private) or government programs in which health information is necessary to determine eligibility or compliance, or to enforce civil rights laws for which health information is relevant.

Healthcare - Care, services, or supplies related to the health of an individual, including but not limited to (a) preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and (b) sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

Healthcare Clearinghouse - A public or private entity, including a billing service, repricing company, community health management information system or community health information system, and “value-added” networks and switches, that does either of the following functions: (a) processes or facilitates the processing of health information received from another entity in a nonstandard format or containing nonstandard data content into standard data elements or a standard transaction, (b) receives a standard transaction from another entity and processes or facilitates the processing of health information into nonstandard format or nonstandard data content for the receiving entity.

Healthcare Operations – Any of the following activities of a Covered Entity:

- a) Conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; patient safety activities; population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives; and related functions that do not include treatment;
- b) Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities;
- c) Except as prohibited under the Privacy Regulations, enrollment, premium rating, and

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other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance), provided that the requirements of the Privacy Regulations are met, if applicable;


- d) Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;
- e) Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and
- f) Business management and general administrative activities of the entity, including, but not limited to: (i) management activities relating to implementation of and compliance with the requirements of the Privacy Regulations; (ii) customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that protected health information is not disclosed to such policy holder, plan sponsor, or customer; (iii) resolution of internal grievances; (iv) the sale, transfer, merger, or consolidation of all or part of the covered entity with another covered entity, or an entity that following such activity will become a covered entity and due diligence related to such activity; and (v) consistent with the applicable requirements of the Privacy Regulations, creating de-identified health information or a limited data set, and fundraising for the benefit of the covered entity.

HHS - Department of Health and Human Services.

HIPAA – The Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

HITECH Act - The Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder, as amended.

Individually Identifiable Health Information - Information that is a subset of health information including demographic information collected from an individual that (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision

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of health care to an individual; and (c) identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Indirect Treatment Relationship – A relationship between an individual and a health care provider in which: (a) the healthcare provider delivers health care to the individual based on the orders of another healthcare provider; and (b) the healthcare provider typically provides services or products, or reports the diagnosis or results associated with the healthcare, directly to another healthcare provider, who provides the services or products or reports to the individual.


Institutional Review Board (IRB) – An organization established in accordance with Federal law to review protocols for Research studies on human subjects that may approve a researcher’s request to waive or alter the Authorization requirements under the Privacy Regulations.

Limited Data Set – PHI that excludes the following direct identifiers of the patient or of relatives, employers, or household members of the patient:

- a) Names,
- b) Postal address information, other than town or city, state, and zip code,
- c) Telephone numbers,
- d) Fax numbers,
- e) Electronic mail addresses,
- f) Social security numbers,
- g) Medical record numbers,
- h) Health plan beneficiary numbers,
- i) Account numbers,
- j) Certificate/license numbers,
- k) Vehicle identifiers and serial numbers, including license plate numbers,
- l) Device identifiers and serial numbers,
- m) Web Universal Resource Locators (URLs),
- n) Internet Protocol (IP) address numbers,
- o) Biometric identifiers, including finger and voice prints, and
- p) Full face photographic images and any comparable images.

Law Enforcement Official – An officer or employee of any agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, who is empowered by law to (a) investigate or conduct an official inquiry into a potential violation of law; or (b) prosecute or otherwise conduct a criminal, civil, or administrative proceeding arising from an alleged violation of law.

Marketing – To make a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, provided that Marketing does not


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include the communication which is made:

- a) To provide refill reminders or otherwise communicate about a drug or biologic that is currently being prescribed to the individual, only if any financial remuneration received by covered entity for making the communication is reasonably related to the covered entity’s cost of making the communication.
- b) For the following treatment and health care operations purposes, except where covered entity receives financial remuneration (i.e, direct or indirect payment from or on behalf of a third party whose product or service is being described excluding any payment for treatment of an individual) in exchange for making the communication:
 - i. For treatment of the patient by a health care provider, including case management or care coordination for the patient, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the patient;
 - ii. To describe a health-related product or service (or payment for such product or service) that is provided by, or included in a plan of benefits of, the covered entity making the communication;
 - iii. For case management or care coordination, contacting of individuals with information about treatment alternatives, and related functions to the extent these activities do not fall within the definition of treatment.

OCR – The Office for Civil Rights in HHS.

Payment – (1) The activities undertaken by: (a) except as prohibited by the Privacy Regulations regarding the use and disclosure of genetic information for underwriting purposes, a health plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the health plan; or (b) A health care provider or health plan to obtain or provide reimbursement for the provision of health care; and (2) the activities in item (1) of this definition relate to the individual to whom health care is provided and include, but are not limited to: (i) Determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts), and adjudication or subrogation of health benefit claims; (ii) Risk adjusting amounts due based on enrollee health status and demographic characteristics; (iii) Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance), and related health care data processing; (iv) Review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges; (v) Utilization review activities, including precertification and preauthorization of services, concurrent and retrospective review of services; and (vi) Disclosure to consumer reporting agencies of any of the following PHI relating to collection of premiums or reimbursement: (A) Name and address; (B)

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Date of birth; (C) Social security number; (D) Payment history; (E) Account number; and (F) Name and address of the health care provider and/or health plan.

Personal Representative – A person with authority, under applicable state law, to act on behalf of the patient.

PharMerica – PharMerica and the entities under common ownership or control of PharMerica Corporation, among which are Onco360, CareMed Specialty Pharmacy, Amerita and Chem Rx, which together form an affiliated covered entity under the HIPAA Privacy Regulations.

Privacy Board – An organization established to review protocols for Research studies on human subjects that may approve a researcher’s request to waive or alter the Authorization requirements under the Privacy Regulations. The Privacy Board is required to:


1. Have members with varying backgrounds and appropriate professional competency to review the effect of the Research protocol on the patient’s privacy rights and related interests,
2. Include at least one member not affiliated with the Covered Entity or any entity conducting or sponsoring the Research and not related to any person affiliated with any of such entities, and
3. Do not have any member participating in a review of any project in which the member has a conflict of interest.

Privacy Officer – The person designated by PharMerica to be responsible for the development and implementation of the privacy policies and procedures of PharMerica.

Privacy Regulations – The Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. §160 and §164) promulgated under HIPAA.

Protected Health Information (“PHI”) – Information, including demographic information transmitted by electronic media, maintained in electronic media or transmitted or maintained in any other form or medium that:

- (a) Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
- (b) Relates to the past, present, or future physical or mental health or condition of a patient; the provision of health care to a patient; or the past, present, or future payment for the provision of health care to a patient; and
- (c) Identifies the patient, or with respect to which there is a reasonable basis to believe the information can be used to identify the patient.

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Protected health information excludes individually identifiable health information: (i) n education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g, (ii) in records described at 20 USC 1232g(a)(4)(B)(vi), (iii) in employment records held by a covered entity in its role as employer; and (iv) regarding a person who has been deceased for more than 50 years.

Public Health Authority – An agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is responsible for public health matters as part of its official mandate.

Research – A systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.


Required By Law – A mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

Secretary of DHHS – The Secretary of the United States Department of Health and Human Services.

Subcontractor – a person to whom a Business Associate delegates a function, activity or service, which involves accessing, creating, maintaining or transmitting PHI, other than in the capacity as a member of the Workforce of such Business Associate.

Treatment – The provision, coordination, or management of healthcare and related services by a healthcare provider, including the coordination or management of healthcare by a healthcare provider with a third party consultation between healthcare providers related to a patient or the referral of a patient for healthcare from one healthcare provider to another.

Unsecured PHI - PHI, in any medium, that is not maintained in a form which has been

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identified by the United States Department of Health and Human Services (“DHHS”) as a method for rendering the PHI unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance issued by DHHS. PHI will be deemed unusable, unreadable, or indecipherable if the PHI is either:

- a. Encrypted using a process identified and tested by the National Institute of Standards and Technology (“NIST”) to meet this standard. For data at rest, such process shall be consistent with NIST Special Publication 800-111. For data in motion, such process shall be consistent with NIST Special Publication 800-52, 800-77, or 800-113, or other processes which are Federal Information Processing Standards 140-2 validated; or
- b. Destroyed such that the PHI cannot be read or reconstructed. For PHI maintained in an electronic form, the PHI must be destroyed in a manner consistent with NIST Special Publication 800-88. (Note: Redaction is not an acceptable method for destroying PHI.)

Use - The sharing, employment, application, utilization, examination, or analysis of PHI within an entity that maintains such PHI.

Whistleblower – A member of PharMerica’s Workforce or a Business Associate of PharMerica who believes in good faith that PharMerica has acted unlawfully or violated professional or clinical standards, or that its care or services potentially endanger a patient, employee, or the public, and in that connection, discloses PHI to a health oversight agency, accrediting agency, appropriate public health authority, or to an attorney retained by the individual.

Workforce – Employees, volunteers, trainees, and other persons whose conduct, in the performance of work for PharMerica or Business Associate, is under the direct control of PharMerica or Business Associate, whether or not they are paid by PharMerica or Business Associate.

STATE LAW PREEMPTION

The Privacy Regulations generally take precedence over or “preempt” state law except in those situations where a state law is contradictory to the Privacy Regulations and the state law establishes more stringent privacy requirements (e.g., state law provides greater confidentiality protection for PHI or broader patient access rights to the PHI). The policies, procedures and forms contained in this HIPAA Privacy Manual point out the major state laws that may preempt the Privacy Regulations although they do not address all of the existing state laws. Therefore, before PHI is used and disclosed it is important to verify that such use and disclosure is consistent with the applicable state law.