

HOW TO COMPLETE A BUSINESS ASSOCIATE AGREEMENT (BAA)

Once office has determined they would like to complete a Business Associate Agreement (BAA) with The Lash Group, Inc. dba Premier Source, please complete the following steps:

Step 1: On page 7, where “Name of Covered Entity” is listed, please:

- 1) Insert the name of the provider or name of the facility(s) or practice(s)* that will be covered by the Business Associate Agreement (BAA).

****If a facility or practice name is provided, all providers within that facility or practice will be covered under this BAA.***

Step 2: Please have an authorized person sign, print their name and title under “Name of Covered Entity”

Step 3: Under address, please list the address of the facility(s)/practice(s).**

*****List any additional addresses of sites that you would like covered under the BAA at the bottom of the form or on a separate sheet. Please be sure to include fax numbers for each location.***

Step 4: Once the form is completed, all pages should be faxed to Lash at **877-304-1045**. All pages must be retained by Lash.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the later of the date(s) set forth below.



The Lash Group, Inc. dba Premier Source:	_____
_____	Name of Covered Entity
Signature	_____
_____	Signature
Name (please print legibly)	_____
_____	Name (please print legibly)
Title	_____
_____	Title
Address:	Address:
The Lash Group, Inc. dba Premier Source	_____
1800 Innovation Point	_____
Fort Mill, SC 29715	_____
Attention: Privacy Officer	_____
Fax: (877)304-1045	Fax: _____

Fax completed form to (877) 304-1045 or mail to:
Averitas Pharma, Inc. QRSS
PO Box 220651
Charlotte, NC 28222
For additional information, please call (877) 900-6479.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT is entered into between The Lash Group, Inc. dba Premier Source, LLC a limited liability company with offices located at 1800 Innovation Point, Fort Mill, SC 29715 (“Contractor”), and the individual or organization identified at the end of this Agreement (“Covered Entity”).

Recitals

1. Contractor is the administrator of the Qutenza[®] Reimbursement Support Services, which is a program that provides information and reimbursement support to licensed health care professionals who use Qutenza[®], a patch containing synthetic capsaicin 8%.
2. Covered Entity is a health care provider and Covered Entity anticipates disclosing Protected Health Information (as defined at 45 CFR § 160.103) to Contractor for legally permissible purposes.
3. The parties enter into this Agreement pursuant to 45 CFR Parts 160, 162, and 164 (the “HIPAA Regulations”) for the purpose of ensuring the protection of confidential patient information.

Agreement

A. SERVICES

1. This Agreement applies to any Protected Health Information (“PHI,” as defined at 45 CFR § 160.103) that Contractor receives from Covered Entity, directly or indirectly, under this Agreement. Terms used in this Agreement that are written with initial capital letters shall have the meaning given to them by the HIPAA Regulations or by this Agreement, as applicable.

2. Contractor may receive PHI from Covered Entity in order to provide services for Covered Entity’s Treatment, Payment, and Health Care Operations, including without limitation case management, care coordination, patient service, and reimbursement, and in particular the following:

- (a) Determining health plan eligibility of Covered Entity’s patients, and the benefits to which they are entitled;
- (b) Assisting in establishing eligibility for benefits, for example by completing a request for prior authorization if required by the patient’s insurance company;
- (c) Assisting in appeals of coverage determinations;
- (d) Assistance with the transmission of prescriptions for dispensing.

3. Covered Entity acknowledges that Contractor makes no assurance of success, and Contractor shall have no liability whatever to Covered Entity for its or Covered Entity’s failure or inability to recover payment for any items or services.

B. HIPAA

1. Contractor may Use and Disclose Covered Entity's Protected Health Information to provide Covered Entity with the services described above. Except as expressly provided below, this agreement does not authorize Contractor to make any Use or Disclosure of the information that Covered Entity would not be permitted to make.

2. Contractor will:

- (a) Not Use or further Disclose Covered Entity's Protected Health Information except as permitted or required by this Agreement, or as Required By Law.
- (b) Use appropriate safeguards to prevent Use or Disclosure of Covered Entity's Protected Health Information other than as provided for by this Agreement, including administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Covered Entity's Electronic Protected Health Information.
- (c) Report to Covered Entity any Use or Disclosure of Covered Entity's Protected Health Information not provided for by this Agreement, and any Security Incident affecting Covered Entity's Electronic Protected Health Information, of which Contractor becomes aware. The parties agree that this section satisfies any reporting required by Contractor of attempted but Unsuccessful Security Incidents (as defined below) for which no additional report shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include but are not limited to activity such as "pings" and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any other activities that do not result in unauthorized access, use or disclosure of Electronic Protected Health Information.
- (d) Ensure that Contractor's agents and subcontractors to whom Contractor provides Covered Entity's Protected Health Information agree to the same restrictions and conditions that apply to Contractor.
- (e) Upon fifteen (15) days written request from Covered Entity, make any Protected Health Information that Contractor stores or maintains for Covered Entity in a Designated Record Set available in the medium and format in which Contractor maintains it so Covered Entity can meet Covered Entity's obligation to provide access to the information.
- (f) Upon fifteen (15) days written request from Covered Entity, make any Protected Health Information that Contractor maintain for Covered Entity in a Designated Record Set available to Covered Entity for amendment, and incorporate any amendments Covered Entity requests in the medium and format in which Contractor maintains the information.
- (g) Upon fifteen (15) days written request from Covered Entity, provide Covered Entity with information concerning disclosures that Contractor makes of Covered Entity's Protected Health Information to enable Covered Entity to comply with Covered Entity's obligation to account for disclosures. This does not include disclosures contemplated by this

agreement, because they are to assist Covered Entity in carrying out Treatment, Payment and Health Care Operations.

- (h) Make Contractor's internal practices, books, and records relating to Contractor's Use and Disclosure of Covered Entity's Protected Health Information available to the Secretary of the United States Department of Health and Human Services, at Contractor's offices during regular business hours, after reasonable written notice and subject to attorney-client and other applicable legal privileges. for purposes of determining Covered Entity's compliance with the HIPAA Regulations.
- (i) Upon termination of this agreement, destroy all Covered Entity's Protected Health Information that Contractor maintains in any form and retain no copies of such information or, if destruction is not feasible, extend the protections of this agreement to that information and limit further use and disclosure to those purposes that make the destruction of the information infeasible.

3. Except as otherwise limited in this Agreement, Contractor may Use Covered Entity's Protected Health Information for the proper management and administration of Contractor's company and to carry out Contractor's own legal responsibilities, and Contractor may Disclose the information for these purposes if such disclosure is Required By Law, or if Contractor obtains reasonable assurance from the recipient of the information (1) that it will be held confidentially, and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the recipient, and (2) that the recipient will notify Contractor of any instances of which the recipient is aware in which the confidentiality of the information is breached.

4. Contractor may use Covered Entity's Protected Health Information for data aggregation services, as permitted by the HIPAA Regulations.

5. Contractor may de-identity Covered Entity's Protected Health Information, and Use and Disclose the de-identified information without restriction.

6. Contractor may Use and Disclose Protected Health Information for public health, health oversight and for other purposes permitted by and consistent with 45 CFR § 164.512 or to report violations of law to appropriate federal and state authorities consistent with 45 CFR § 164.502(j)(1).

C. HITECH ACT

- 1. As required by the HITECH Act:
 - (a) Contractor will comply with the provisions of the HIPAA Security Rule that are made applicable to business associates by Part 1 of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Privacy and Security Requirements").
 - (b) Contractor will report to Covered Entity the discovery of any breach of unsecured Protected Health Information of which it becomes aware, that

Contractor accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses on Covered Entity's behalf, in compliance with the requirements of the HITECH Privacy and Security Requirements.

D. GENERAL PROVISIONS

1. If Covered Entity determines that Contractor has violated a material term of this agreement, and has failed to cure such violation within thirty (30) days of delivery of written notice thereof, Covered Entity may immediately terminate this Agreement. By exercising this right, Covered Entity agrees that termination of that agreement is Covered Entity's exclusive remedy for any violation by Contractor of this agreement, and that Contractor will not be liable for damages of any kind.

2. Contractor reserves the right to charge for time and materials at Contractor's usual rates for services that Covered Entity specifically requests under this agreement, such as reproducing or amending information. Contractor shall not charge for the provision of those services that are identified at subsections 2(a) through 2(d) of this Agreement.

3. This agreement is to be interpreted in accordance with the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and the regulations promulgated thereunder, as the same may be amended from time to time.

4. In the event that the agreement between Averitas Pharma, Inc., the manufacturer of Qutenza[®] ("Averitas"), and Contractor pursuant to which Contractor administers the Qutenza[®] Reimbursement Support Services expires or is terminated, Contractor may with Averitas' approval which shall not be unreasonably withheld, assign all of its rights and delegate all of its duties to another entity engaged by Averitas to assume the responsibility of administering the Qutenza reimbursement support program.

5. Any notice required or permitted to be delivered to a party to this Agreement shall be addressed to it at its address set forth below (or any other address of which it gives notice) and shall be deemed delivered (i) when delivered personally; (ii) when delivered by confirmed fax to the fax number listed below; (iii) when delivered by overnight courier; or (iv) three business days after deposit in the US mail, first class postage prepaid.

6. This Agreement shall be interpreted in accordance with the internal laws of the State of Delaware, without regard to its conflict of laws principles, except to extent preempted by the HIPAA Regulations, the Health Insurance Portability and Accountability Act of 1996, or the HITECH Act.

7. This Agreement constitutes the entire agreement between the parties. No amendment shall be binding unless it is in writing, and signed by the party to be bound.

8. The parties agree to enter into negotiations to modify this agreement to the extent necessary to make it consistent with any new or revised laws, regulations, or judicial decisions governing the Use or Disclosure of Protected Health Information.

9. Nothing in this agreement is intended to confer any rights or obligations on any person other than the parties and their respective successors and assigns.

10. The parties will make efforts to resolve informally any disputes under this agreement. **NO PARTY WILL BE LIABLE TO ANOTHER PARTY FOR ANY**

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WITH RESPECT TO THE MATTERS ADDRESSED IN THIS AGREEMENT, REGARDLESS OF THE CAUSE OR LEGAL THEORY AND WHETHER OR NOT FORESEEABLE.

11. This agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

12. Should any provision of this agreement be held illegal, invalid or unenforceable by any governmental body or court of competent jurisdiction, such holding shall not diminish the validity or enforceability of any other provision of this agreement.

13. This agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals. The exchange of a fully executed agreement (in counterparts or otherwise) by fax or email (in .pdf or .tiff format) transmission shall be sufficient to bind the parties to the terms and conditions of this agreement. No party to this agreement or other document to be delivered in connection with this agreement may raise the use of a fax or email to deliver a signature or the fact that any signature or document was transmitted or communicated through the use of a fax or email as a defense to the formation or enforceability of a contract.

14. The parties will make efforts to resolve informally any disputes under this agreement. **NO PARTY WILL BE LIABLE TO ANOTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WITH RESPECT TO THE MATTERS ADDRESSED IN THIS AGREEMENT, REGARDLESS OF THE CAUSE OR LEGAL THEORY AND WHETHER OR NOT FORESEEABLE.**

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hand as of the later of the date(s) set forth below.

<p>The Lash Group, Inc. dba Premier Source:</p> <hr/> <p>Signature</p> <hr/> <p>Name (please print legibly)</p> <hr/> <p>Title</p> <p><u>Address:</u></p> <p>The Lash Group, Inc. dba Premier Source 1800 Innovation Point Fort Mill, SC 29715 Attention: Privacy Officer</p> <p>Fax: (877) 304-1045</p>	<hr/> <p>Name of Covered Entity</p> <hr/> <p>Signature</p> <hr/> <p>Name (please print legibly)</p> <hr/> <p>Title</p> <p><u>Address:</u></p> <hr/> <hr/> <hr/> <hr/> <hr/> <p>Fax: _____</p>
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