

## SECURITY BUSINESS ASSOCIATE ADDENDUM

Express Scripts, Inc. and one or more of its subsidiaries ("ESI"), and \_\_\_\_\_ or one of its affiliates ("Sponsor"), are parties to an agreement ("PBM Agreement") whereby ESI provides certain pharmacy benefit management services to the Sponsor's prescription drug plan ("Plan"), as well as a Business Associate Agreement or Addendum relating to ESI's obligations as a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") to the Plan. HIPAA also requires that ESI and the Plan enter into a "security" business associate agreement no later than April 20, 2005, as follows:

### 1. Definitions.

(a) "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by ESI from or on behalf of Plan.

(b) "Health Plan" or "Plan" shall have the same meaning as the term "Health Plan" in 45 C.F.R. § 160.103.

(c) "Security Standards" shall mean the Security Standards, 45 C.F.R. Parts 160, 162 and 164, as they exist now or as they may be amended.

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 C.F.R. §§ 160.103 and 164.501.

2. Security Standards. No later than April 20, 2005, to the extent that ESI creates, receives, maintains or transmits ePHI, ESI shall:

(a) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that ESI creates, receives, maintains or transmits on behalf of the Plan as required by the Security Standards;

(b) Ensure that any agent, including a subcontractor, to whom ESI provides ePHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Promptly report to Plan any Security Incident involving ePHI of which ESI becomes aware.

3. Except as may relate to the Security Standards, the terms and conditions of the Business Associate Agreement, including but not limited to, amendments, third party beneficiaries, remedies, termination and interpretation shall be incorporated herein.

EXPRESS SCRIPTS, INC.

By: \_\_\_\_\_

Printed Name: Ed Ignaczak

Title: Sr. VP Sales & Account Mgmt

Date: 9-7-04

PLAN NAME

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Identify Third Party Administrator  
(if applicable): \_\_\_\_\_