



*A medication safety net for uninsured patients in Mobile, Baldwin Washington and Escambia Counties*

## **Volunteer Application Packet**

Dear Prospective Volunteer: Thank you for expressing an interest in volunteering at Ozanam Charitable Pharmacy. We take great pride in how successfully our organization is run, but we could not be as productive and effective as we are without the assistance from our amazing **VOLUNTEERS!**

Please direct completed applications to **The Ozanam Charitable Pharmacy, 109 South Cedar St., Mobile, Alabama.** You may mail your application or drop it off at our front desk. We are glad that you are considering volunteering your time at The Ozanam Charitable Pharmacy— we assure you that your dedication is greatly appreciated by our staff and patients. You will surely gain an experience unparalleled while working alongside our remarkable staff and other volunteers in our beautiful facilities. We appreciate your interest and look forward to welcoming you to The Ozanam team!

If you need additional information please feel free to contact us at (251) 432-4111 or email us at [sarcher@ozanampharmacy.org](mailto:sarcher@ozanampharmacy.org). You can also visit our web site at [www.ozanampharmacy.org](http://www.ozanampharmacy.org) and like us on Facebook.

Respectfully,

Shearie Archer  
Executive Director

*\* Please keep this front page for your reference. \**



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## Volunteer Application and Agreement Form

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Name of Parent or Guardian if under 18 years: \_\_\_\_\_

\*If volunteer is under 18 years, the parent or guardian must also complete a volunteer application and agreement form.

Address: \_\_\_\_\_ Tel: \_\_\_\_\_ (H); \_\_\_\_\_ (O)

\_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Emergency

Contact: \_\_\_\_\_  
(Name) (Tel. No.; Indicate Home, Work or Cell) (Relationship)

Do you have any friends/family members who are employed or volunteer here? \_\_\_\_ Yes \_\_\_\_ No

When are you available to volunteer? (specify hours of availability)

Monday \_\_\_\_\_ Tuesday \_\_\_\_\_ Wednesday \_\_\_\_\_ Thursday \_\_\_\_\_

Types of volunteer work you think you'd be most comfortable with:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ Filing Records \_\_\_\_ Filling medications

\_\_\_\_ Helping with organizing a special event \_\_\_\_ Patient relations

List Your Past Volunteer Experiences:

Organization: \_\_\_\_\_ Duties: \_\_\_\_\_ Mo/Yr. to Mo/Yr. \_\_\_\_\_

Organization: \_\_\_\_\_ Duties: \_\_\_\_\_ Mo/Yr. to Mo/Yr. \_\_\_\_\_

Have you been convicted of a crime? No \_\_\_\_ Yes \_\_\_\_ If yes, please describe:

\_\_\_\_\_  
\_\_\_\_\_

REFERENCES: List two people, not related to you, who have knowledge of your qualifications.



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Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Tele. No.: \_\_\_\_\_

Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Tele. No.: \_\_\_\_\_

I need the following accommodation(s) to work as a volunteer:

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As a volunteer for Ozanam Charitable Pharmacy, I agree to abide by all applicable rules and regulations of the agency and the Alabama State Board of Pharmacy. I understand that I will receive no monetary benefits in return for my volunteer service and that Ozanam Charitable Pharmacy, Inc. may terminate this agreement at any time without prior notice for any reason. I hereby authorize Enable to check my references.

I certify that my answers on this application are true and complete and that I have not knowingly withheld any information that might, if disclosed, affect my application unfavorably. I understand that any misrepresentation or omission of facts on this application could be cause for rejection of this application or dismissal.

I understand that after I submit my application, it will be reviewed and my eligibility for volunteer work will be determined. I agree to an interview with the on site manager and on site orientation to perform my volunteer role.

I hereby Release and Waive liability Ozanam Charitable Pharmacy, Inc., a non-profit corporation, its directors, officers, employees and agents, its successors and assigns, for any injuries or illness that I myself or my dependent may suffer in connection with any volunteer work for Ozanam Charitable Pharmacy, Inc.. Further, I agree that Ozanam Charitable Pharmacy., is not liable for any damage to my property or my dependent's property resulting from volunteer work for Ozanam Charitable Pharmacy. I agree that this release is as broad and inclusive as permitted by the laws of the State of Alabama.

**Volunteer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") was entered into as of the \_\_\_\_\_ ("Commencement Date"), by and between \_\_\_\_\_ ("Covered Entity"), located at \_\_\_\_\_, and \_\_\_\_\_ ("Business Associate"), located at \_\_\_\_\_. The Covered Entity is referred to below as "CE." The Business Associate is referred to below as "BA."

### **RECITALS**

A. This Agreement is entered into by CE and BA for the purposes of complying with privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act").

B. CE is a covered entity as such term is defined under HIPAA, and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information ("PHI") (defined below).

C. BA provides services to or on behalf of CE pursuant to the terms of agreement, between CE and BA (the "Service Agreement"), that may require CE to disclose individually identifiable health information to BA, some of which may constitute Protected Health Information ("PHI") (defined below).

**NOW THEREFORE**, in consideration of the promises and mutual agreement contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

### **AGREEMENT**

#### **1. DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

1.1 "Breach" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 164.402.

1.2 "Business Associate" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.3 "Covered Entity" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.4 "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 164.501.

1.5 "Disclosure" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.6 "Electronic Protected Health Information" or "ePHI" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.7 "Individual" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.8 "Minimum Necessary" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. §§ 164.502(b) and 164.514(d).

1.9 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.10 "Protected Health Information" or "PHI" shall have the meaning given to such term in 45 C.F.R. §§ 160.103 and 164.501, and is the information created or received by BA from or on behalf of CE.

1.11 "Required By Law" shall have the meaning given to such term in 45 C.F.R. § 164.103.

1.12 "Secretary" shall have the meaning given to such term in 45 C.F.R. § 160.103.

1.13 "Security Incident" shall have the meaning given to such term under the Security Rule, including but not limited to, 45 C.F.R. § 164.304.

1.14 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

1.15 "Subcontractor" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.

1.16 "Unsecured Protected Health Information or PHI" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 164.402.

1.17 "Use" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. § 160.103.



## **2. OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses and Disclosures of PHI. BA, its directors, officers, Subcontractors, employees, affiliates, agents, and representatives shall use or disclose PHI only (a) in connection with fulfilling its duties and obligations under this Agreement and the Service Agreement; (b) for the proper management and administration of BA; or (c) to carry out the legal responsibilities of BA.

2.2 Prohibited Uses and Disclosures of PHI. BA shall not use or disclose PHI other than as permitted or Required By Law. BA shall not use or disclose PHI in any manner that violates state or federal laws, or would violate such laws if used or disclosed in such manner by CE.

2.3 Third Party Disclosures. BA shall obtain and maintain an agreement with each Subcontractor that has or will have access to PHI which is received from, created, or received by BA on behalf of CE, pursuant to which agreement such Subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to BA pursuant to this Agreement with respect to such PHI. BA shall also (a) obtain reasonable assurances from the Subcontractor that the PHI will be held in confidence and used or further disclosed only as Required by Law or for the purpose for which it was disclosed, and (b) obligate such person to notify BA of any instance in which PHI is used or disclosed that is not provided for in the Service Agreement, including incidents that constitute breaches of unsecured PHI or any security incident of which it becomes aware in which the confidentiality of the PHI has been breached.

2.4 Minimum Necessary. BA and its agents or Subcontractors shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. To the extent BA uses or discloses PHI received from, created, or received by BA on behalf of CE, BA will make reasonable efforts to limit PHI to the Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.

### **2.5 Access of Individuals to PHI.**

(i) BA shall make PHI maintained by BA or its agents or Subcontractors available to CE for inspection and copying within five (5) business days of a written request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under 45 C.F.R. § 164.524.

(ii) In the event an Individual or entity requests access to PHI from BA, BA shall forward such request to CE within two (2) business days. CE is responsible for determining what PHI shall be unavailable to the Individual pursuant to 45 C.F.R. § 164.524.

(iii) Any denial of access to PHI determined by CE pursuant to 45 C.F.R. § 164.524, and conveyed to BA by CE, shall be the responsibility of CE, including resolution or reporting of all appeals, and/or complaints arising from denials.

(iv) BA shall cooperate with CE in a manner that enables CE to meet its obligations under 45 C.F.R. § 164.524.

## 2.6 Amendment of PHI.

(i) In order to allow CE to respond to a request by an Individual for an amendment pursuant to 45 C.F.R. § 164.526, BA shall, within five (5) business days of a written request by CE for PHI about an Individual contained in a Designated Record Set, make such PHI available to CE for so long as such information is maintained in the Designated Record Set.

(ii) In the event that any Individual requests that the BA amend his/her PHI, BA shall forward such request to CE within two (2) business days. The CE is responsible for determining what PHI is unavailable to the Individual pursuant to 45 C.F.R. § 164.526.

(iii) Any denial of an amendment to PHI determined by CE pursuant to 45 C.F.R. § 164.526, and conveyed to BA by CE, shall be the responsibility of CE, including resolution or reporting of all appeals and/or complaints arising from denials.

(iv) BA shall cooperate with CE in a manner that enables CE to meet its obligations under 45 C.F.R. § 164.526.

(v) Within ten (10) business days of receipt of a request from CE to amend an Individual's PHI in a Designated Record Set, BA shall incorporate any amendments, statements of disagreement, and/or rebuttals approved by CE into its Designated Record Set, as required by 45 C.F.R. § 164.526.

## 2.7 Accounting of Disclosures.

(i) In order to allow CE to respond to a request by an Individual for an accounting of disclosures of a Designated Record Set pursuant to 45 C.F.R. § 164.528, BA shall, within five (5) business days of a CE's written request for an accounting of disclosures of PHI about an Individual, make such information available to CE. At a minimum, BA shall provide CE with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and, if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure.

(ii) In the event an Individual requests an accounting of disclosures of PHI directly from BA, BA shall forward such request to CE within two (2) business days.



(iii) BA shall implement an appropriate recordkeeping process to enable it to comply with the requirements of 45 C.F.R. § 164.528.

(iv) BA shall cooperate with CE in a manner that enables CE to meet its obligations under 45 C.F.R. § 164.528.

2.8 Subpoena or Legal Request for PHI. BA shall notify CE within two (2) business days of receipt of any request, subpoena, or other legal process to obtain PHI received from, or created or received by BA on behalf of CE. CE, in conjunction with BA, shall determine whether BA may disclose PHI pursuant to such request, subpoena, or other legal process. BA agrees to comply with CE's determination in such instances. BA agrees to cooperate fully with CE in any legal challenge initiated by CE in response to such request, subpoena, or other legal process. The provisions of this Section shall survive the termination of this Agreement.

## 2.9 Reporting Breaches, Improper Disclosures, and Security Incidents.

(i) Breaches. In the event of a Breach of any Unsecured PHI that BA accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of CE, BA shall report such Breach to CE immediately, but in no event more than five (5) days after discovering the breach. Notice of a Breach shall include, at a minimum: (a) the identification of each Individual whose PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during or as a result of the Breach; (b) the date of the Breach, if known; (c) the scope of the Breach; and (d) a description of the BA's response to the Breach. BA shall, in consultation with CE, mitigate, to the extent practicable any harmful effect of such Breach that is known to the BA.

(ii) Improper Disclosures. BA shall report any unauthorized or improper use or disclosure of PHI regarding the terms and conditions of this Agreement or applicable federal and state laws to CE as soon as practicable, but in no event later than five (5) business days of the date on which BA becomes aware of such unauthorized or improper use or disclosure. BA shall, in consultation with CE, mitigate to the extent practicable any harmful effect of such improper disclosures.

(iii) Security Incidents. BA shall report to CE any Security Incident of which it becomes aware within five (5) business days.

## 2.10 Safeguards.

(i) BA shall employ appropriate administrative, technical, and physical safeguards, consistent with the size and complexity of BA's operations, to protect the confidentiality and security of PHI that it creates, receives, maintains, or transmits on behalf of CE and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Agreement.



(ii) BA shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of CE. Such safeguards shall include implementing written policies and procedures in compliance with HIPAA and the HITECH Act, conducting a security risk assessment, and training BA employees who will have access to PHI on BA's policies and procedures as required by HIPAA and the HITECH Act.

(iii) BA shall provide CE with a copy of written policies, procedures, and other information about its security program upon request.

(iv) Subject to the conditions set forth in Section 2.11 of this Agreement, CE shall have the right to audit BA's compliance with its security program and the terms of this Agreement. BA shall cooperate in such audits and shall provide copies of any documents requested by CE in the most efficient manner possible.

**2.11 Availability of Books and Records to CE.** Within ten (10) calendar days of a written request by CE, BA and its agents or Subcontractors shall permit CE to audit BA's internal practices, books, and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created or received by BA on behalf of CE in order to ensure that CE and BA are in compliance with the requirements of this Agreement, and to the extent that CE determines such examination is necessary to comply with CE's obligations pursuant to HIPAA. The availability of books and records from BA to CE is subject to the following conditions:

- (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection.
- (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of inspection.
- (iii) CE shall execute a nondisclosure agreement, under terms mutually agreed upon by the parties, if requested by BA.

The fact that CE inspects, or fails to inspect, or has the right to inspect BA's facilities, systems, books, records, agreements, policies or procedures, does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect, or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or constitute a waiver of CE's rights under the Services Agreement or this Agreement.

**2.12 Governmental Access to Records.** BA shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining BA's compliance with the Privacy Rule and the Security Rule. BA shall notify CE within ten (10) calendar days of learning that BA has become the

subject of an audit, compliance review, or complaint investigation by the Secretary. BA shall provide to CE a copy of such request for information and a copy of any PHI that BA provides to the Secretary concurrently with providing such PHI to the Secretary.

2.13 Data Ownership of PHI. BA acknowledges that, as between BA and CE, BA has no ownership rights with respect to PHI received from, created for, or used on behalf of CE.

### 3. OBLIGATIONS OF COVERED ENTITY

3.1 Obligations. CE warrants that CE, its directors, officers, subcontractors, employees, affiliated agents, and representatives: (a) shall comply with the Privacy Rule in its use or disclosure of PHI; (b) shall not use or disclose PHI in any manner that violates applicable federal and state laws; (c) shall not request BA to use or disclose PHI in any manner that violates applicable federal and state laws if such use or disclosure were done by CE; and (d) may request BA to disclose PHI directly to another party only for the purposes allowed by the Privacy Rule.

3.2 Breach. CE shall provide notice to BA of any pattern of activity or practice of BA that CE believes constitutes a material breach or violation of the BA's obligation under the Service Agreement or this Agreement within five (5) calendar days of discovery and shall meet with BA to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3.3 Permissible Requests by CE. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA if done by CE, except as permitted pursuant to Section 2

3.4 Notice of Privacy Practices. Upon request from BA, CE will provide BA with a copy of its Notice of Privacy Practices.

### 4. TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Commencement Date and shall continue, unless earlier terminated pursuant to the terms and conditions herein, until the expiration of the Service Agreement (the "Term").

4.2 Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of this Agreement and shall provide grounds for immediate termination of the Service Agreement, any provision of the Service Agreement to the contrary notwithstanding.

(i) Where CE has knowledge of a material breach by BA, and a cure is possible, CE shall provide BA with an opportunity to cure. Where said breach is not cured within ten (10) business days of BA's receipt of notice from CE of said breach, CE shall terminate the Service Agreement.



(ii) At the expense of BA, CE shall have the right to cure any breach of BA's obligations under this Agreement. CE shall give BA notice of its election to cure any such breach, and BA shall cooperate fully in the efforts by CE to cure BA's breach. All requests from CE to BA for payment for such services shall be paid within thirty (30) business days.

(iii) In the event that BA or CE has knowledge of a material breach of this Agreement by the other, and a cure is not possible, the non-breaching party shall terminate the portion of the Service Agreement that is affected by the breach. When neither cure nor termination is feasible, the non-breaching party shall report the violation to the Secretary.

4.3 Judicial or Administrative Proceeding. CE may terminate the Service Agreement, effectively immediately, if: (a) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, or other privacy or security laws; or (b) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, or other privacy or security laws is made in any administrative or civil proceeding in which BA has been joined.

4.4 Effect of Termination. Upon termination of the Service Agreement for any reason, BA shall return or destroy all PHI that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. BA shall certify in writing to CE that the PHI has been destroyed. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI impractical. All destruction shall be in accordance with HIPAA, the HITECH Act, and applicable state law.

## 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance. No later than one (1) month from Commencement Date of this Agreement BA shall obtain, or ensure that its existing liability insurance covers, and shall maintain during the term of this Agreement liability insurance covering claims based on a violation of the Privacy Rule or any applicable law or regulation concerning the privacy of patient information and claims based on obligations pursuant to this Agreement in an amount not less than \$1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage and shall name CE as an additional named insured. A copy of such policy or certificate evidencing the policy shall be provided to CE upon written notice.

5.2 Indemnification. BA hereby agrees to indemnify and hold CE and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Agreement by BA, its employees, agents, or Subcontractors.

## 6. MISCELLANEOUS

6.1 Amendment. The parties agree to take such action to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA.

6.2 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by transmission by a telecommunications device, and shall be effective on the earliest of: (a) on the day when personally served, including delivery by overnight mail and courier service; (b) on the third day after its deposit in the United States mail; or (c) on the business day of confirmed transmission by telecommunications device. The addresses of the parties hereto (until notice of a change thereof is served as provided in this Section 6.2) shall be the addresses as listed in the first paragraph of this Agreement.

6.3 Limitation on Liability. Any limitations of liability as set forth in this Agreement shall not apply to damages related to a breach of BA's privacy or security obligations under the Service Agreement or this Agreement.

6.4 Disclaimer. CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, or the HITECH Act will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

6.5 Certification. To the extent that CE determines that such an examination of BA's security practices is necessary to comply with CE's legal obligations pursuant to HIPAA, CE or its authorized agents or contractors, may examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, or this Agreement.

6.6 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any Subcontractors, employees or agents assisting BA in the performance of its obligations under the Service Agreement or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, or other laws relating to security and privacy, except where BA or its Subcontractor, employee or agent is a named adverse party.

6.7 No Third-Party Beneficiaries. Except as expressly provided for in the Privacy Rule, there are no third party beneficiaries to this Agreement. BA's obligations under this Agreement are owed to CE only.



6.8 Effect on Service Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Service Agreement shall remain in force and effect.

6.9 Interpretation. The provisions of this Agreement shall prevail over any provisions in the Service Agreement that may conflict with or are inconsistent with any provision in this Agreement. This Agreement and the Service Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HITECH Act.

6.10 Conflicting Terms. In the event any terms of this Agreement conflict with any terms of the Service Agreement, the terms of this Agreement shall govern and control.

6.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

COVERED ENTITY

BUSINESS ASSOCIATE

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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## **Ozanam Charitable Pharmacy**

### **Non Discrimination and Harassment Policy**

Ozanam Charitable Pharmacy and its Board of Directors prohibit discrimination on the basis of race, color, religion, sex, national origin, age, or disability, as well as harassment of employees for any of those reasons. The Pharmacy's non-discrimination policy applies to recruiting, hiring, promotions, compensation, benefits, training, facilities, discipline, and all other terms and conditions of employment. In addition, the Pharmacy will not discriminate against anyone on the basis of any of the reasons cited in providing goods or services to any of its prospective clients.

Both employees and volunteers are encouraged to report any violations of this policy to the Executive Director or to the President of the Board of Directors. Upon any such violation being reported to the Executive Director, the Executive Director shall immediately report such reported violation to the Board President. The President, together with the appropriate committee of the Board and the Executive Director, if he/she is not the accused, shall immediately investigate the allegations and take appropriate action. If the allegations prove to be true to the best belief of the Board of Directors, the guilty party or parties shall be subject to disciplinary action, up to and including termination. In the case of a volunteer, that person shall be asked to leave and shall be barred from volunteering at the pharmacy again.

It shall further be the intent of the Ozanam Charitable Pharmacy and its Board of Directors to comply with all federal, state, and local regulations regarding personnel practices, including all immigration laws.

The Ozanam Charitable Pharmacy strives to create and maintain a work environment in which people are treated with dignity, decency and respect. For this reason, the Ozanam Charitable Pharmacy has a zero tolerance policy regarding harassment or discrimination of any kind. All individuals, associated with, or employed by, Ozanam Charitable Pharmacy, are covered by and are expected to comply with this policy. Hereinafter the term "individual" shall mean all persons associated with, or employed by, Ozanam Charitable Pharmacy). Appropriate disciplinary action will be taken against any individual who violates this policy up to and including termination.

The harassment of any individual because of race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital or parental status, disability or other status protected under state or federal law is strictly prohibited and will not be tolerated.

#### **Sexual Harassment**

As part of this policy, sexual harassment of any individual is strictly prohibited and will not be tolerated.

Any unwelcome verbal or written comments of a sexual nature (e.g. jokes, innuendos, or slurs), physical conduct (e.g. touching or gesturing), unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature shall be considered sexual harassment which violates this policy and shall subject the offender to appropriate disciplinary action, up to and including termination when:





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1. Submission to such conduct is made either explicitly or implicitly a condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as a factor in any decision affecting the individual's employment, including but not limited to any decision related to advancement, performance assessment, compensation, assignments, schedules, discipline and termination; or
3. Such conduct interferes with an individual's employment or creates an intimidating, hostile, or offensive employment environment.

### **Other Forms of Harassment**

It is also the policy of Ozanam Charitable Pharmacy that any unwelcome verbal or written comments or physical conduct of a hostile or offensive nature based on a person's race, color, religion, sexual orientation, national origin, ancestry, age, marital or parental status, disability, or other status protected under state or federal law shall also be considered harassment which violates this policy and shall subject the offender to appropriate disciplinary action, up to and including termination, when such conduct interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

### **Procedure for Filing a Complaint of Harassment or Discrimination**

Both employees and volunteers are encouraged to report any violations of this policy to the Executive Director or to the President of the Board of Directors. Upon any such violation being reported to the Executive Director, the Executive Director shall immediately report such reported violation to the Board President. The President, together with the appropriate committee of the Board and the Executive Director, if he/she is not the accused, shall immediately investigate the allegations and take appropriate action. If the allegations prove to be true to the best belief of the Board of Directors, the guilty party or parties shall be subject to disciplinary action, up to and including termination. In the case of a volunteer, that person shall be asked to leave and shall be barred from volunteering at the pharmacy again.

It shall further be the intent of the Ozanam Charitable Pharmacy and its Board of Directors to comply with all federal, state, and local regulations regarding personnel practices, including all immigration laws.

The Ozanam Charitable Pharmacy expects all individuals to act responsibly in maintaining a work environment free of harassment and discrimination, and will take all appropriate steps to enforce this policy.

### **Policy Implementation**

- In addition to having a member of management as the designated staff member to whom complaints of harassment and/or discrimination are to be made, it is important that staff members have an alternate designated staff member(s) to report complaints to in the event the primary contact is identified as the source of harassment.

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- Staff members should sign an acknowledgement and receipt form when they receive a copy of the written Harassment Policy. A sample acknowledgment and receipt form is attached.
- In addition to the written policy, staff should also receive meaningful training on the policy, and their rights and responsibilities under the policy. This will also assist in the defense of any outside legal claims.
- All members of your management staff should be advised that they are accountable for the effective administration of this policy and that they may have personal liability for failure to adhere to the policy.
- Once a complaint is received, a fair and impartial investigation of the complaint should begin immediately. These investigations should be conducted as confidentially as possible, on a need-to-know basis. You should interview in confidence the employee filing the complaint, as well as the individual(s) against whom the complaint has been filed. Any witnesses to the alleged harassment should also be interviewed in confidence if necessary. The investigation and the results should be fully documented in writing.
- Once the investigation has been completed, if the charge is found to have merit, appropriate disciplinary action should be taken against the employee who violated the policy, up to and including immediate termination of employment based on the severity of the infraction. It is important that disciplinary actions be applied in a consistent manner, and that they be sufficient to stop the harassment and to prevent its recurrence.

Should the investigation indicate that an individual has become the victim of harassment by a third party not employed at the same organization but with which they conduct business, management should take appropriate action dealing with the management of the accused offender to resolve the complaint.





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## **Receipt Form**

This is to acknowledge that I have received a copy of the Ozanam Charitable Pharmacy's "Non Discrimination Policy" and "Harassment Policy", and that I have read and understand the policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date



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## **Ozanam Charitable Pharmacy Technician Agreement**

Thank you for being a member of the Ozanam Pharmacy Volunteer Technician Team. By signing this Agreement, you represent that you are such a technician in the State of Alabama and you agree to comply with Federal Law, State Law, and Board of Pharmacy Rules (provided during training).

If any disciplinary action has occurred that affects your ability to perform as a registered technician in good standing, or you have been convicted of a drug related felony, we must be immediately informed by telephone, email or in writing. These changes may affect any future assignments with Ozanam Charitable Pharmacy.

You acknowledge that it is your responsibility to obtain three (3) hours of continuing education with one (1) of the hours being a "LIVE" credit hour.

You acknowledge that you must wear your nametag while on duty.

You acknowledge that you have received, read and agree to comply with Professional Expectations (During Training), as well as Anti-Harassment policies and HIPPA Forms.

This Agreement and the attachments noted herein describe the entire obligation of your role as a Pharmacy Technician.

**Pharmacy Technician** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Supervising Pharmacist:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Executive Director:** \_\_\_\_\_ **Date:** \_\_\_\_\_





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## **Permission to use photograph/video image**

I \_\_\_\_\_, hereby grant to Ozanam Charitable Pharmacy, the irrevocable and unrestricted right to use, reproduce and publish photograph and video images of me on the pharmacy premises/special events during my period of association with the pharmacy. This form grants Ozanam Charitable Pharmacy the right to use said images for informational, promotional and fundraising purposes through any manner or medium (including social media).

This form also grants Ozanam Charitable Pharmacy permission to publish any testimonial stories I have provided to the organization with the understanding they will only use my first name.

I hereby release Ozanam Charitable Pharmacy, its board of directors, employees and volunteers from any and all claims, actions and liability relating to the use of said photograph and video images.

Name (print) \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

If under 18, parent/guardian name (print) \_\_\_\_\_

Signature of parent/guardian \_\_\_\_\_