

SECURITY RULE AMENDMENT TO HIPAA BUSINESS ASSOCIATE ADDENDUM

This Amendment (“Amendment”) supplements and is made a part of the Business Associate Addendum (“Addendum”) entered into by and between _____, d/b/a _____, Covered Entity (“CE”), and _____, Business Associate (“BA”) on the _____ day of _____, 200__ and is effective as of April 20, 2005 (“Amendment Effective Date”).

RECITALS

The purpose of this Amendment is to satisfy certain standards and requirements of the Security Rule, including, but not limited to, Title 45 Code of Federal Regulations (“CFR”) Sections 164.308(b) and 164.314, as the same may be amended from time to time.

Notwithstanding any provision in the Addendum, this Amendment shall set forth exclusively the agreement between the parties relative to the subject matters of this Amendment. In the event of a conflict between the Addendum and this Amendment the provisions of this Amendment shall control.

The Addendum shall be modified as follows:

Section I, Definitions is modified by the creation and addition of the following:

Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

Electronic Protected Health Information (“e-PHI”) is a subset of Protected Health Information and means PHI that is transmitted by or maintained in any electronic media.

Availability means that data or information is accessible and useable upon demand by an authorized person.

Confidentiality means that data or information is not made available or disclosed to unauthorized persons or processes.

Integrity means that data or information have not been altered or destroyed in an unauthorized manner.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Section II, Obligations and Activities of Business Associate is modified by the creation and addition of the following provision:

12. Security of e-PHI. If BA creates, receives, maintains or transmits e-PHI at any time during the term of the Addendum and the underlying agreement, BA agrees to appropriately safeguard the e-PHI as follows:

- a. **Safeguards**. BA will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that BA creates, receives, maintains, or transmits on CE's behalf as required by the Security Rule.
- b. **Agents**. BA will ensure that any agent, including a subcontractor, to whom it provides e-PHI agrees to implement reasonable and appropriate safeguards to protect it.
- c. **Reporting**. BA will report to CE any Security Incident of which it becomes aware.

The Addendum and this Amendment contain the complete understanding and agreement between the parties hereto relative to the subject matter addressed, and supercede all representations, understandings or agreements prior to the execution thereof. The Addendum and this Amendment may be changed or modified only in writing signed by both parties.

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Print name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____