

Plumas County, California

**ADDENDUM TO CONTRACT WITH _____
HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Addendum Agreement supplements and is made a part of the contract between the _____ (hereinafter “BUSINESS ASSOCIATE”) and the **COUNTY OF PLUMAS** (hereinafter “COUNTY”.)

BUSINESS ASSOCIATE shall comply with, and assist the COUNTY in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA). This Act (including but not limited to Title 42, United States Code, Section 1320d et. seq.) and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 142, 160, 162 and 164) are hereinafter referred to as the “Privacy and Security Rules.”

1.0 -TERM

1.1-Term: This agreement shall be effective upon execution, and remain in effect until all requirements of section 7.1 are fully met. Thus, the rights and responsibilities of BUSINESS ASSOCIATE may survive the termination of COUNTY’s underlying contract or agreement with BUSINESS ASSOCIATE.

2.0-USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

2.1-Further Disclosure and Safeguard of PHI: BUSINESS ASSOCIATE shall not use or allow the disclosure of private health information and/or records (hereinafter “Protected Health Information” or “PHI”) except as allowed by this Agreement or required by law. BUSINESS ASSOCIATE shall take appropriate steps to prevent use or disclosure of PHI. The term “PHI”, as relevant to this agreement, refers to protected health information received by BUSINESS ASSOCIATE from the COUNTY, or created or received by BUSINESS ASSOCIATE on behalf of the COUNTY.

2.2-Use and Disclosure of Protected Health Information: BUSINESS ASSOCIATE is authorized to use or disclose PHI to perform its obligations under its contract with the COUNTY. BUSINESS ASSOCIATE may not use or disclose PHI in any manner which (1) violates this agreement, (2) is prohibited by the “Privacy or Security Rule,” or (3) would exceed the scope of how the COUNTY itself could use or disclose the information.

2.3-Obligations of Third Parties. If BUSINESS ASSOCIATE provides PHI to a third party, such as a subcontractor, BUSINESS ASSOCIATE shall ensure that the third party complies with HIPAA and this Addendum.

3.0 SECURITY OF ELECTRONIC PROTECTED HEALTH INFORMATION (EPCI)

3.1 – Implementation of Safeguards: BUSINESS ASSOCIATE agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of the COUNTY.

3.2 – Obligations of Third Parties: If BUSINESS ASSOCIATE provides EPCI to a third party, such as a subcontractor, BUSINESS ASSOCIATE shall ensure that the third party agrees to implement reasonable and appropriate safeguards to protect it.

3.3 – Reporting Security Incidents: BUSINESS ASSOCIATE agrees to immediately report to the COUNTY any security incident of which it becomes aware. Security incidents include attempted or successful unauthorized access, use disclosure, modification, or destruction of information or interference with system operations in an information system.

4.0 -DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

4.1 .1-Documentation of Uses and Disclosures: BUSINESS ASSOCIATE shall document any disclosures of PHI in a manner that would allow the COUNTY to respond to a request by an Individual for an “accounting of disclosures of PHI” in accordance with Title 45, CFR, Section 164.528.

4.2 -Unauthorized Use or Disclosure of PHI: BUSINESS ASSOCIATE shall report to COUNTY any use or disclosure of PHI prohibited by this Agreement or the Privacy Rule. BUSINESS ASSOCIATE shall mitigate, to the extent practicable, any harmful effect known to BUSINESS ASSOCIATE resulting from such use or disclosure.

4.3 -Accounting of Disclosures: BUSINESS ASSOCIATE shall provide to COUNTY, or an Individual, all information necessary to respond to an Individual’s request for an “accounting of disclosures of PHI”. BUSINESS ASSOCIATE agrees to disclose such information in the time and manner designated by the County.

5.0 -ACCESS

5.1 -Access to PHI: At the request of the COUNTY, BUSINESS ASSOCIATE shall provide access to PHI to an Individual or the COUNTY as needed to meet the requirements of the Privacy Rule. Access shall be provided in the time and manner designated by COUNTY.

5.2 -Records Available to County and Secretary of HHS: BUSINESS ASSOCIATE shall make available to COUNTY or to the Secretary of the United States Department of Health and Human Services any of its books and records related to the use, disclosure, and protection of PHI. Such release shall be for the purpose of investigating or auditing the COUNTY’s compliance with the Privacy and Security Rules and shall occur in the time and manner designated by the COUNTY or the Secretary.

6 .0-ADMENDMENT TO PHI

6.1 -Amendment to PHI: In accordance with Title 45, CFR, Section 164.526, BUSINESS ASSOCIATE agrees to amend PHI in its possession as requested by an Individual, or as directed by the COUNTY. Such amendment shall be in the time and manner designated by COUNTY.

7.0 -TERMINATION OF AGREEMENT AND DESTRUCTION OF DOCUMENTS

7.1 -Material Breach: COUNTY will terminate its contract with BUSINESS ASSOCIATE if (1) the COUNTY becomes aware that BUSINESS ASSOCIATE is in violation of this Agreement or the Privacy or Security Rules and (2) after notice, BUSINESS ASSOCIATE has failed to take reasonable steps to cure the violation. A violation may be a single material breach of, or a pattern of activity that violates, this Agreement or the Privacy and Security Rules. If termination is not feasible, COUNTY may report the problem to the Secretary of HHS as required by HIPAA.

8.0 -DESTRUCTION OF PHI

8.1 -Retention, Transfer and Destruction of Information on Contract Termination: Upon termination of this Agreement or the COUNTY’S underlying contract with BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall return or destroy all PHI as directed by the COUNTY to comply with HIPAA.

This provision shall apply to PHI in possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its agents or subcontractors, shall retain no copies of the PHI.

If returning or destroying the PHI is not feasible, BUSINESS ASSOCIATE shall provide COUNTY notice that return or destruction of the PHI is not feasible. If the COUNTY agrees that the return or destruction is not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of this Agreement to the PHI. This protection shall remain in effect until the PHI is returned or destroyed.

9.0 -INTERPRETATION

9.1 -Resolution of Ambiguity. Any ambiguity in this Agreement shall be resolved to permit the COUNTY to comply with the Privacy and Security Rules. Definition of terms shall be as used in HIPAA.

10.0 -AMENDMENTS

10.1 -Amendment of Agreement. The Parties may amend this Agreement as necessary to ensure HIPAA compliance.

Execution.

COUNTY OF PLUMAS

Signed: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Date: _____

(Business Associate)
Signed: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Date: _____

Last Revised: January 12, 2005