
(companies name and address)

HIPAA Business Associate Agreement- Addendum
ADDENDUM TO THE _____ ADDICTION TREATMENT CENTER'S
CONTRACT FOR _____

Name of company/organization (“Shortened name-sn”) and the _____
(Name of the ATC)

(“the ATC”) hereby enter into an agreement whereby the “sn” agrees to provide:

(Nature of services to be provided)

Furthermore, the “sn”:

(1) acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the ATC identifying or otherwise relating to the patient in the ATC (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, and 164, and may not use or disclose the information except as permitted or required by this Agreement or by the law;

(2) agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;

(3) agrees to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

(4) agrees to report to the ATC any use or disclosure of the protected information not provided for by this Agreement of which it becomes aware within 10 business days and by contacting the designated ATC representative.

(5) *[agrees to insure that any agent, including a subcontractor, to whom the “sn” provides the protected information received from the ATC, or created or received by the “sn” on Behalf of the ATC, agrees to the same restrictions and conditions that apply through this agreement to the “sn” with respect to such information;]* *

(6) agrees to provide access to the protected information at the request of the ATC, or to an individual as directed by the ATC, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days of request.;

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(7) agrees to make any amendments to the protected information as directed or agreed to by the ATC pursuant to 45 C.F.R. § 164.526; *(insert negotiated time & manner terms)*

(8) agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the ATC, or created or received by the "sn" on behalf of the ATC, to the ATC or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the ATC's compliance with HIPAA *(insert negotiated time & manner terms)*;

(9) *[agrees to document disclosures of protected information, and information related to such disclosures, as would be required for the ATC to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528 (insert negotiated time & manner terms);]**

(10) agrees to provide the ATC or an individual information in accordance with paragraph (9) of this agreement to permit the ATC to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § *(insert negotiated time & manner terms)*;

Termination

(1) The ATC may terminate this agreement if it determines that the "sn" had violated any material term;

(2) Upon termination of this agreement for any reason, the "sn" shall return or destroy all protected information received from the ATC, or created or received by the "sn" on behalf of the ATC. This provision shall apply to protected information that is in the possession of subcontractors or agent of the "sn", The "sn" shall retain no copies of the protected information.

(3) In the event that the "sn" determines that returning or destroying the protected information is infeasible, the "sn" shall notify the ATC of the conditions that make return or destruction infeasible *(insert negotiated time & manner terms)*. Upon notification that the return or destruction of the protected information is infeasible, the "sn" shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, for so long as the "sn" maintains the information.

Executed this ____ day of _____, 200_.

President
Company
[Address]

Director/Designee
[Name of the ATC]
[Address]

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*Although the HIPAA regulations require these paragraphs to be included in Business Associate Agreements, 42 C.F.R. § 2.11 requires qualified service organizations to abide by the federal drug and alcohol regulations which prohibit such organizations from redisclosing any patient identifying information even to an agent or subcontractor. At present it is unclear whether programs should follow the HIPAA or drug and alcohol regulations regarding this paragraph.