

## **FIRST AMENDMENT TO BUSINESS ASSOCIATE AGREEMENT**

This FIRST AMENDMENT TO BUSINESS ASSOCIATE AGREEMENT (the “First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the “Effective Date”), by and between \_\_\_\_\_ (“Covered Entity”) and Lake County (“Business Associate”), (collectively, the “Parties”).

**WHEREAS**, Lake County utilizes a standard Business Associate Agreement for sharing of information among various Covered Entities as that term is defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended (“HIPAA”), and the Privacy, Security, Breach, Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164 (jointly “HIPAA Rules”) promulgated thereunder;

**WHEREAS**, “Covered Entity Name” operates a substance use disorder treatment program that must comply with the Federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 U.S.C. §290dd-2 and 42 C.F.R. Part 2 (“Part 2”); and

**WHEREAS**, except for those terms and conditions which are expressly modified, amended, deleted, or added pursuant to this First Amendment, all remaining terms and conditions of the Business Associate Agreement shall govern and control the Parties;

**THEREFORE**, the Parties enter into this First Amendment as set forth below:

1. **DEFINITIONS** 1.1 shall be replaced with the following:

1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules and Part 2.

2. A new Article VII is added to the Business Associate Agreement:

### **ARTICLE VII RESPONSIBILITIES OF QUALIFIED SERVICE ORGANIZATION**

7.1 To the extent that Business Associate is also considered a Qualified Service Organization (“QSO”), with access to protected substance abuse treatment information, Business Associate agrees to the following:

7.2. In receiving, storing, processing or otherwise dealing with any protected substance abuse information from Covered Entity, Business Associate is fully bound by the provisions of the federal regulations governing Confidentiality of Substance Use Disorder Patient Records, Part 2.

7.3. If necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to protected substance abuse information unless access is expressly permitted under Part 2.

7.4. Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

All other terms and conditions of the Business Associate Agreement shall remain unchanged and in full force and effect.

BUSINESS ASSOCIATE:

COVERED ENTITY:

Lake County

\_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_