

## FIRST AMENDMENT TO SERVICEPOINT® DATA SERVICES AGREEMENT

This First Amendment to ServicePoint® Data Services Agreement (“First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”) by and among Lake County (“LC”), and \_\_\_\_\_ (“Agency A”) and \_\_\_\_\_ (“Agency B”), individually a (“Participating Agency”) and jointly (the “Participating Agencies”).

**WHEREAS**, LC utilizes a standard ServicePoint® Data Services Agreement (“DSA”) for sharing of information among various Participating Agencies to improve service delivery and evaluate the effectiveness of services provided;

**WHEREAS**, the Participating Agencies agree to comply with the DSA to the extent not amended by this First Amendment for the “Project name.” The Project name is: (enter program description); 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 DSA shall govern and control the Participating Agencies with respect to the “Project name” Project.

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

### 1. Section 1. Definitions.

**Authorization** is replaced with the following:

The federal and state laws that apply to the requirements of a legal document that allows an individual’s health information to be used or disclosed to a third party, the minimum standards are (a) those set forth in the HIPAA Privacy Rule, (b) as modified or superseded by the minimum requirements of applicable federal and state laws applicable to the type of health information to be used or disclosed including, but not limited to, the federal regulations governing Confidentiality of Substance Use Disorder Patient Records set forth at 42 C.F.R. Part 2 (“Part 2”), state laws that apply to mental health or Human Immunodeficiency Virus. A template Authorization for use by the Parties is attached hereto as **Exhibit A**.

**Data Privacy Standards** is replaced with the following:

The federal and state laws and standards, including, but not limited to HIPAA, Part 2, and state laws that apply to mental health or HIV/AIDS.

**Data Security Standards** is replaced with the following:

The federal and state laws and standards, including, but not limited to HIPAA, Part 2, and NIST standards.

**Steering Committee:** is replaced with the following:

A committee made up of one representative from each Participating Agency.

2. **5. Security Notification** is replaced with the following:

Participating Agency shall notify LC of any event of an attempted or successful unauthorized access, use, disclosure, modification, destruction, or alteration of the data within Participating Agency's facility or network, purported HIPAA or Part 2 violation or breach, or other incident of technical intrusion or suspected malicious operational disruption that could potentially impact ServicePoint®, LC, or other Participating Agencies as soon as possible (and no later than 10 days) after discovery. Participating Agency agrees to cooperate with LC's and other Participating Agencies' reasonable requests in response to each incident, violation, or breach.

3. **7. LC Security Notification** is replaced with the following:

LC shall notify Participating Agency of any attempted or successful unauthorized access, use, disclosure, modification, destruction, or alteration of unsecured Participating Agency Information, purported HIPAA or Part 2 violation or breach, or other incident of technical intrusion or suspected malicious operational disruption. LC shall notify Participating Agency of the incident as soon as possible (and no later than 10 days) after discovery. LC agrees to cooperate with Participating Agency's reasonable requests in response to each incident.

All other terms and conditions of the DSA remain in full force and effect.

**Agency A:**  
**Agency A**

**LC:**  
**Lake County**

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

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

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

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

**Agency B:**  
**Agency B**

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

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