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## BUSINESS ASSOCIATE CONTRACT ADDENDUM

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THIS BUSINESS ASSOCIATE CONTRACT ADDENDUM (the “Addendum”) supplements and is made a part of the Services Agreement (the “Agreement”) by and between \_\_\_\_\_, (“Agency”) and Bliss Health, Inc. (“Contractor”). This Addendum is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, Agency and Contractor have a business arrangement whereby Contractor provides goods or services to Agency and during the course of providing such goods or services, Contractor may receive “Protected Health Information,” as that term is more fully defined below; and

WHEREAS, Protected Health Information is subject to protection both under Agency’s policies and under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 42 U.S.C. §§17921-17954 (“HITECH”) and their respective, implementing regulations; and

WHEREAS, Contractor may be a business associate of Agency as that term is defined in HIPAA; and

WHEREAS, HIPAA requires that each Business Associate of Agency, as a condition of doing business with Agency, agree in writing to certain provisions, including the use and disclosure of Protected Health Information.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### **I. Definitions**

Terms used, but not otherwise defined in this Addendum, shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E (“Privacy Rule”) and Security Rule Standards at 45 CFR part 160 and part 164, subparts B (“Security Rule”).



“Protected Health Information” shall mean any information which relates to the past, present or future physical or mental health or condition of a care recipient, the provision of healthcare to the care recipient or payment for the provision of healthcare to a care recipient and identifies the care recipient or which can be used to identify the care recipient.

“Electronic Protected Health Information,” or “ePHI” means Protected Health Information or “PHI” that is stored in electronic media. Electronic media means: (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dialup lines, private networks, and the physical movement of removable/transportable electronic storage media.

## **II. Use and Disclosure of Protected Health Information**

The parties acknowledge that during the course of their Agreement, Contractor may receive Protected Health Information from Agency or may obtain or create Protected Health Information on behalf of Agency. The parties acknowledge that Protected Health Information is subject to protection both under Agency’s policies, state law and the privacy and security standards of HIPAA and HITECH and the Privacy and Security Rules and other implementing regulations promulgated thereunder.

Contractor agrees that neither it nor any of its directors, officers, employees, contractors or agents shall use or disclose Protected Health Information in any manner other than for the proper administration of its obligations under the underlying Agreement it has with Agency, for Contractor’s own necessary administrative purposes, or as required by law. Contractor further agrees that neither it, nor any of its directors, officers, employees, contractors and agents shall use or disclose Protected Health Information in any manner, which would violate the HIPAA regulations if used or disclosed by the Agency in the same manner, or that would violate the minimum necessary policies and procedures of Agency.

Within fifteen (15) days of a request by Agency, Contractor shall make available to Agency any Protected Health Information that is maintained by Contractor.

## **III. Safeguards for the Protection of Protected Health Information**

Contractor shall implement and maintain such safeguards as are necessary to ensure the Protected Health Information maintained by Contractor is not disclosed or used except as provided in this Addendum.

Contractor warrants and represents that it has the agreement from each of its officers, directors, employees and contractors that such person or entity shall not disclose any Protected Health Information to any person not directly involved in providing goods or



services pursuant to the Agreement or this Addendum and who has a need to know this information.

Contractor shall permit Agency to review and inspect its policies and procedures to safeguard protected health information upon reasonable request by Agency.

#### **IV. Reporting of Unauthorized Use or Disclosure**

Contractor shall report to Agency any use or disclosure of Protected Health Information of which Contractor becomes aware that is not provided for or permitted pursuant to this Addendum. Such report shall be made by Contractor to Agency within fifteen (15) days of Contractor becoming aware of the use or disclosure.

#### **V. Reporting of Breach**

Contractor shall report to Agency within fifteen (15) days of Contractor becoming aware of the Breach any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI (a “Breach”), unless an unauthorized person to whom the PHI is disclosed would not reasonably have been able to retain the PHI or unless the PHI is secured.

#### **VI. Use of Subcontractors/Release to Third-Parties**

To the extent that Contractor uses one or more subcontractors or agents to fulfill Contractor’s obligations to Agency, and such subcontractors or agents receive or have access to Protected Health Information, and to the extent that Contractor releases protected health information to any third-party whether or not such third-party is a subcontractor or agent of Contractor, Contractor shall require each subcontractor, agent or third-party to be bound by the same restrictions, terms and conditions that apply to Contractor pursuant to this Addendum.

#### **VII. Access to Information**

Contractor acknowledges that pursuant to HIPAA Privacy Standards, an individual has certain rights to examine his or her Protected Health Information maintained by Contractor. In the event any individual requests access to his or her own Protected Health Information directly from Contractor, Contractor shall within five (5) days of such request, forward such request to Agency. Agency shall in good faith determine whether such information is to be provided to the individual and shall so notify Contractor. If requested by Agency, Contractor shall provide the information to Agency and Agency shall make the disclosure to the individual. Any denials of access to the Protected Health Information requested shall be the responsibility of the Agency.

#### **VIII. Amendment of Protected Health Information**



Contractor acknowledges that pursuant to HIPAA Privacy Standards an individual has certain rights to amend his or her Protected Health Information or a record about the individual maintained in a Designated Record Set. Within ten (10) days' notice (by Agency that any record or Protected Health Information regarding an individual is to be amended, Contractor shall incorporate any amendments provided by Agency into the record or Protected Health Information. In the event the individual notifies Contractor directly that any Protected Health Information regarding such individual is to be amended, Contractor shall notify Agency within five (5) days of such request, and if Agency notifies Contractor that such information is to be amended, Contractor shall incorporate any amendments provided by Agency into the record or Protected Health Information.

#### **IX. Accounting of Disclosure**

Contractor agrees to document disclosures of Protected Health Information and information related to such disclosures in accordance with Agency's policies and procedures regarding accounting for disclosures. Contractor agrees to provide individuals with an accounting of disclosures of the individual's PHI in the event an individual requests such accounting directly from Contractor. Contractor agrees to provide the individual with the accounting in accordance with Agency's policies and procedures regarding accounting for disclosures.

Contractor acknowledges that pursuant to the Privacy Standards, an individual has certain rights to an accounting of disclosures of Protected Health Information. Within ten (10) days of notice by the Agency to Contractor that Agency has received a request for an accounting of disclosures of Protected Health Information regarding an individual, Contractor shall make available to the Agency at a minimum the following information with respect to Protected Health Information that is subject to accounting pursuant to 45 CFR 164.528: (1) the date of each disclosure of Protected Health Information by Contractor; (2) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person (3) a brief description of the Protected Health Information disclosed; and (4) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. The accounting of disclosures must be for the lesser of six (6) years prior to the date the request for an accounting is made, or the effective date of the privacy provisions of HIPAA. In the event the request for an accounting is delivered directly to the Contractor, Contractor shall within two (2) days forward such request to the Agency. It shall be the Agency's responsibility to prepare and deliver any such accounting requested. Contractor hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

#### **X. Electronic Protected Health Information**

To the extent Contractor uses, discloses, creates, receives, maintains or transmits Electronic Protected Health Information (ePHI) on behalf of Agency, Contractor agrees:

Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability



of ePHI that it creates, receives, maintains or transmits on behalf of Agency, as required by the HIPAA Security Rule.

- Contractor shall promptly report to Agency any “security incident” of which it becomes aware, as such term is defined in the HIPAA Security Rule. Security incidents must be reported by Contractor as soon as practicable, but in no event later than forty eight (48) hours of discovering the incident. At the request of Agency, Contractor shall identify: the date of the security incident, the scope of the security incident, the Contractor’s response to the security incident and the identification of the party responsible for causing the security incident, if known. In addition, Contractor agrees to mitigate, at its own expense, any harmful effect imposed by the security incident.

Contractor shall ensure that any agent, including subcontractors, to whom it provides ePHI agrees in writing to implement reasonable and appropriate safeguards to protect ePHI.

#### **XI. Availability of Books and Records**

Contractor hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, Agency, available to the Secretary of Health and Human Services for purposes of determining Agency’s and Contractor’s compliance with the Privacy Standards.

#### **XII. Term and Termination**

The term of this Addendum shall be effective as of the date noted above and shall terminate when all of the Protected Health Information provided by Agency to Contractor, or created or received by Contractor on behalf of Agency, is destroyed or returned to Agency, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the provisions set forth in Section XIII.

A material breach or violation of any requirement relating to the Protected Health Information shall give Agency the right to terminate the relationship existing between the parties, or, if such breach or violation is minor, Contractor may be given an opportunity to cure or end such breach or violation. Agency may terminate this Addendum immediately if Contractor does not cure or end the breach or violation within 1 month specified. Agency shall be entitled to any damages permitted by law due to Contractor’s breach or violation.

#### **XIII. Effect of Termination**

Except as provided in the following paragraph, upon termination or expiration of this Addendum for any reason, Contractor shall return to Agency, or at Agency’s direction destroy, all Protected Health Information received from Agency, or created or received by Contractor on behalf of Agency. This provision shall apply to Protected Health



Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is not feasible, Contractor shall provide to Agency notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Protected Health Information is not feasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return and destruction infeasible, for as long as the Contractor maintains such Protected Health Information.

#### **XIV. Notices**

All notices, requests, demands, approvals, and other communications required or permitted by this Addendum shall be in writing and sent by certified mail (return receipt requested), by personal delivery or by overnight delivery (such as Federal Express). Such notice shall be deemed given when received, except delivery by mail will be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the address noted above.

#### **XV. New Addendum /Compliance with HIPAA**

Contractor agrees to modify this Addendum or enter into a new agreement to comply with any additional provisions of HIPAA, which become applicable to Contractor, including any additional requirements regarding the privacy or security of Protected Health Information or other patient information.

Notwithstanding anything contained in this Addendum to the contrary, the parties shall comply with the HIPAA Privacy and Security Standards, and in the event any such corresponding standards, laws, rules or regulations are amended, the terms and conditions of this Addendum shall be deemed amended to comply with such provisions.



*IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and delivered by their duly authorized representatives, as of the Addendum effective date.*

**Organization Name**

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Signature

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Print Name:                      Date

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Title

**Bliss Health, Inc.**

Bliss Health  
4819 Emperor Blvd  
Ste. 400  
Durham, NC 27703

Pankaj Khare, CEO